

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**5/21/2019**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Forest North Parking Lot Improvements	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for Forest North Parking Lot Improvements to Chicagoland Paving Contractors, Inc. of Lake Zurich, IL in the amount of \$483,664.50.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY19 budget includes \$400,000 in the Parking Fund (Page 4-33, Line 22) and \$50,000 in the Stormwater Fund (Page 4-29, Line 21) for this project. There is available fund balance in the Parking Fund capital project account to complete the additional work included in this contract.

**RECOMMENDATION**

Approval on the June 4, 2019 Consent Agenda.

**BACKGROUND**

The scope of this project includes the reconstruction and reconfiguration of curbs and pavement, sidewalk removal and replacement, replacement of storm sewer, creation of bio-swales for water quality purposes, and installation of new landscaping at the Forest North Parking Lot in the Downtown Business District.

A call for bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Three bids were received on April 26, 2019 and a synopsis of the bids is as follows:

<b>Contractor</b>	<b>Total Bid</b>
Chicagoland Paving Contractors, Inc.	\$483,664.50
Abbey Paving & Sealcoating Co.	\$528,225.25
Construction Management Corp. of America dba Briggs Paving	\$608,630.15

Chicagoland Paving has satisfactorily completed various projects for other local municipalities, including parking lot reconstruction and landscaping for the Glen Ellyn Park District and Lake Zurich School District CUSD 95. Chicagoland Paving has also successfully completed the Parking Lot Improvements for Downers Grove Fire Stations 1 & 3 and School District 58 – Various Locations, Lacey Road Reconstruction, and the Maple Avenue Roadway Resurfacing from 55<sup>th</sup> Street to Main Street for the Village. Staff recommends award of the bid contract to Chicagoland Paving Contractors, Inc.

**ATTACHMENTS**

Contract Documents

Contractor Evaluation



19-256 elm  
 BID DATE: 4.26.19  
 BID TIME: 9:00  
 WITH PRINTS: LG SM NO  
 COMPLETE DATE/DAYS 5%

## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Chicagoland Paving Contractors
- II. Instructions and Specifications:
- A. Bid No.: P-017-17
  - B. Demandstar Bid No.: CFB-0-26-2019/DC
  - C. For: FOREST NORTH PARKING LOT IMPROVEMENTS
  - D. Bid Opening Date/Time: FRIDAY, APRIL 26, 2019 @ 9:00 AM
  - E. Pre-Bid Conference Date/Time: FRIDAY, APRIL 19, 2019 @ 9:00 AM (OPTIONAL)
  - F. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 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: FRIDAY, APRIL 12, 2019

This document comprises 89 pages

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

NATE HAWK  
 STAFF ENGINEER II  
 VILLAGE OF DOWNERS GROVE  
 PUBLIC WORKS DEPARTMENT  
 5101 WALNUT AVE.  
 DOWNERS GROVE, IL 60515  
 PHONE: 630/434-5467  
 FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

Village of Downers Grove  
Forest North Parking Lot Improvements

2019



April 23, 2019

Bond Ability: Chicagoland Paving Contractors, Inc.  
225 Telser Road  
Lake Zurich, IL 60047

To Whom It May Concern:

We are the bonding Agent for Chicagoland Paving Contractors, Inc. In support of potential bids and payment/performance bonds, and if the principal enters into a formal contract and request of such bonds, then we, as their Agents, will issue these bonds for 100% of the bid amount.

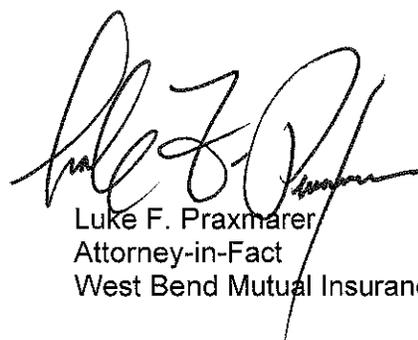
Chicagoland Paving Contractors, Inc. has bonding limits in the following amounts:

Single Job: \$5,000,000  
Aggregate: \$15,000,000

Their full Aggregate is available for use under their established bond line with West Bend Mutual Insurance Company which has an AM Best Rating of A (Excellent).

Should you have any questions or concerns, please do not hesitate to contact us.

Respectfully,



Luke F. Praxmarer  
Attorney-in-Fact  
West Bend Mutual Insurance Company



Corkill Insurance Agency, Inc.  
25 Northwest Point Blvd., Suite 625  
Elk Grove Village, IL 60007

Phone 847-758-1000  
Fax 847-758-1200

April 23, 2019

Nate Hawk - Staff engineer II  
Village of Downers Grove  
Public Works Department  
5101 Walnut Ave.  
Downers Grove, IL 60515

Re: Chicagoland Paving Contractors, Inc.  
Bid: P-017-17  
Project: Forest North Parking Lot Improvements – Village of Downers Grove

As the insurance agent for *Chicagoland Paving Contractors, Inc.*, we have reviewed the insurance requirements outlined in the Bid Specification for the above captioned project and verify that Chicagoland Paving Contractors, Inc. currently has and/or is able to purchase the insurance requirements as specified in the General requirements.

Please feel free to contact me if you have any questions.

Sincerely,

*Paul F. Praxmarer*

Paul F. Praxmarer  
Vice President  
847.254-6389

PFP/lpr

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

**ADDENDUM NO. 1**

**FOR**

**FOREST NORTH PARKING LOT IMPROVEMENTS**  
**BID # P-017-17**

**APRIL 19, 2019**

ITEM AND DESCRIPTION:

1. **REPLACE**  
Last page of the "SCHEDULE OF PRICES" on page 73 of the Call for Bid document with the attached "LAST PAGE SCHEDULE OF PRICES – P 73 (REVISED PER ADDENDUM 1)."
2. **ADD**  
The attached "LANDSCAPE SPECIAL PROVISIONS (ADDED PER ADDENDUM 1)." to the Call for Bid Document after page 68.
3. **ADD**  
The attached Landscape Plan Sheets L.1, L.2, and L.3 to the Bid Plan Set after sheet 17.

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

**End of Addendum No. 1**  
**April 19, 2019**

VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: FOREST NORTH PARKING LOT IMPROVEMENTS

PROPOSAL/BID NUMBER: BID # P-017-17

PROPOSAL/BID OPENING: April 26, 2019

ADDENDUM NO.: 1

PROPOSER/BIDDER:

— Chicagoland Paving Contractors Inc. \_\_\_\_\_  
225 Telsler Road  
Lake Zurich, IL 60047

ADDRESS: \_\_\_\_\_

RECEIVED BY:

William R. Bowas  
(NAME)

  
(SIGNATURE)

DATE:

4/26/19

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**CALL FOR BIDS – FIXED WORKS PROJECT****Bid No.: P-017-17**

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

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

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

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM
- VI. ATTACHMENT A – BNSF APPLICATION FOR ROADWAY SURFACING/RESURFACING

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.**

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**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 **FRIDAY, APRIL 26, 2019 @ 9:00 AM.**
- 1.2 Defined Terms:
- 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
- 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder’s completed proposal, bonds and all required certifications.
- 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
- 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
- 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
- 1.2.6 Work – the construction or service defined herein.
- 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
- 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Nate Hawk, 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

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

- 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

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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.

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.

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

- 8.1.2 Evidence of collusion among Bidders.
  - 8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.
  - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
  - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
  - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
  - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
  - 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
    - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
    - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
    - 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract; and
    - 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*
- 9. BASIS OF AWARD**
- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.
- 10. AWARD OF CONTRACT**
- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)
  - 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**11. RETURN OF BID DEPOSIT**

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

**12. FAILURE TO ENTER INTO CONTRACT**

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.
- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty, but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

**13. SECURITY FOR PERFORMANCE**

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision 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.

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**17. TRADE NAMES AND SUBSTITUTIONS**

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

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**II. TERMS AND CONDITIONS****18. VILLAGE ORDINANCES**

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

**19. USE OF VILLAGE'S NAME**

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

**20. HOURS OF WORK**

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

**21. PERMITS AND LICENSES**

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

**22. INSPECTION**

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

**23. DELIVERIES**

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

**24. SPECIAL HANDLING**

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

**25. NONDISCRIMINATION**

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

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

- 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

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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:

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- (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

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- work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website ([www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision 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,

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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".

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- 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.

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- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.
- 33.2 The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

**34. SUBLETTING OF CONTRACT**

- 34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

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

**35. TERMINATION OF CONTRACT**

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

**36. BILLING AND PAYMENT PROCEDURES**

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an

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

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

**37. COMPLIANCE WITH OSHA STANDARDS**

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

**38. CERCLA INDEMNIFICATION**

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

**39. COPYRIGHT or PATENT INFRINGEMENT**

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

**40. BUY AMERICA**

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation

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

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

**41. CAMPAIGN DISCLOSURE**

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

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

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

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

**42. GUARANTEE PERIOD**

42.1

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

**43. SUCCESSORS AND ASSIGNS**

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

**44. WAIVER OF BREACH OF CONTRACT**

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

**45. CHANGE ORDERS**

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- 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  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

- 49.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**50. COOPERATION WITH FOIA COMPLIANCE**

- 50.1 Contractor acknowledges that the Freedom of Information Act does apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

**51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

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

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**III. GENERAL PROVISIONS****1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
  - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, 2014 (the Water & Sewer Specs.); and
  - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2016; along with Supplemental Specifications and Recurring Special Provisions as adopted by the Illinois Department of Transportation, January 1, 2019 (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, 2018.
- 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 have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

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

- 3.1 Section 107 of the 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.

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- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 3.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

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**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 **August 9, 2019**. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

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

- (a) Proposed improvements shall not begin before **June 24, 2019** and shall be 100% complete by the date specified in Section 4.1.1.
- (b) For the period prior to turf restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. Disturbed areas shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

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.

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

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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

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contract. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction ~~or when a major item, defined as an item whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.~~

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Engineer before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following.

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

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

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

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

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

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

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

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**IV. SPECIAL PROVISIONS**

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

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

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

**SP-1: SCOPE OF WORK**

The Forest North Parking Lot Improvements Project shall generally consist of the following:

- Full depth removal and reconstruction of approximately 3,800 SY existing asphalt parking lot including associated curb and gutter, and drainage structure improvements of the site
- Installation of approximately 200 SY of permeable pavement
- Sidewalk removal and replacement
- Installation of new sidewalk
- Installation of landscaping
- All other collateral work such as roadway restoration, turf restoration, and restoration of disturbed items

**SP-2: GENERAL CONSTRUCTION REQUIREMENTS**

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

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

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

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public, and access to all individual drives within the current work zone must be restored at the end of

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each workday, unless a Village-approved phasing plan shows otherwise.

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

**SP-3 QUALIFICATIONS OF BIDDER**

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

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

**SP-4 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.

This work shall also consist of inspection and video documentation of existing conditions of walls, foundation, interior and exterior features and landscaping at the private residences at 4334 Washington Street and 4338 Washington Street. The plans require installation of new storm sewer on the 4338 Washington property. Access and clearance is very limited for this work and the Contractor shall plan means and methods so that there is no damage to the property. Before any work begins the Contractor shall arrange to take a video recording of features inside and outside the applicable residences to document existing conditions and note any existing fatigue, cracks, damage with special attention paid to foundations and slabs.

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.

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

**PRECONSTRUCTION VIDEOTAPING,**

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

**SP-5 CONSTRUCTION STAKING AND RECORD DRAWINGS**

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

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

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

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

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

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

**CONSTRUCTION STAKING AND RECORD DRAWINGS,**

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

**SP-6 TREE PROTECTION**

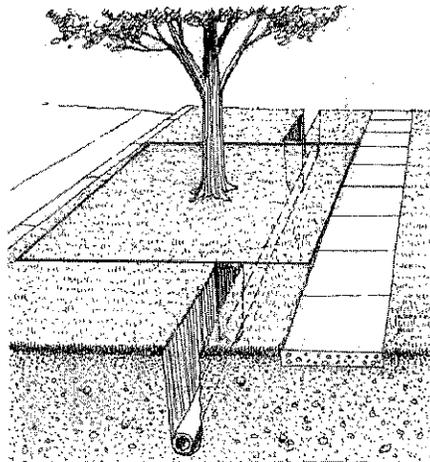
Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall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

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



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

For projects that involve excavations of one (1) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roadway keystops and domestic service box installations, sanitary line replacements

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and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

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

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

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

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

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

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

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**TREE PROTECTION,**

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

**SP-7 TREE REMOVAL**

**Description:** This work shall include the removal of existing trees and pruning of any trees to remain in accordance with Section 201 of the Standard Specifications, except as modified herein.

Existing trees which are to be removed shall be paid for per tree removed. Tree diameters are given in the plans for informational purposes only.

All trees, public or private, affected by the proposed improvements within its root protection zone, shall be root pruned prior to any excavation taking place. Root pruning shall be done only to the depth of the excavation necessary for installing the proposed improvements. Root pruning shall start and proceed uninterrupted for the length of travel through the root protection zone. Root pruning shall be made no more than 10 inches from the tree-side edge of the proposed sidewalk, edge of pavement, or back of curb.

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. **Root pruning shall not take place until the location of such is approved by the Engineer.**

Any root pruning required shall be considered incidental to the project.

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

**EXISTING TREE REMOVAL,**

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

**SP-8 TREE PRUNING**

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

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

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

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**TREE PRUNING,**

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

**SP-9 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 (3) 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.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

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

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

**PERIMETER EROSION BARRIER**

**and**

**INLET FILTERS,**

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

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

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

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

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

**STREET SWEEPING AND DUST CONTROL,**

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

**SP-11 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices. No waiving of these requirements will be allowed without prior written approval of the Engineer.

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

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with 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 **two sandbags per each barricade**. All street closures shall be protected by Type III barricades equipped with bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.

The Contractor shall plan his work so that there will be no open holes during non-working hours and that all barricades have been removed from the pavement during non-working hours.

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

The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored. No open excavation may be left overnight or on the weekend without the express written permission of the Engineer.

As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered

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or taken down. Barricading and signage shall be monitored on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

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

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

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

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

**SP-12: EXPLORATORY TRENCH, SPECIAL**

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

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If it is located in a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the IDOT Standard Specifications.

*Trench Backfill will not be measured for payment.*

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

**EXPLORATORY TRENCH, SPECIAL,**

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

**SP-13 EXCAVATION, SPECIAL**

This work shall consist of the excavation, removal and disposal of all pavement, sub-base and subgrade materials as required to meet the lines and subgrades to the depth of all proposed items including but not limited to proposed roadways, curb and gutter, ditching, bio-swales, roadway shoulders, driveway aprons, concrete sidewalks, and asphalt pathways in accordance with Section 202 and Section 440 of the Standard Specifications and as specified herein. Any other earthwork shown on the plans in the roadway or parkway but not specifically called out shall be **INCIDENTAL**. Piles of excavated material are not allowed to be stored onsite.

This item shall include all full depth straight joints that shall be sawn at the ends and all edges of portions to be removed.

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

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

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

**EXCAVATION, SPECIAL,**

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

**SP-14 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**

Subgrade preparation shall include the removal of unsuitable surface conditions including pavement materials, vegetation, high organic content topsoil, root matter and other deleterious conditions which may be encountered. The subgrade soils (including soils in the conduit trenches) shall be proof-rolled and the soils compacted to a minimum of 95% compaction based on the standard proctor, AASHTO T-99 or ASTM D-698, within 1.0 foot of the surface. Proof-rolling and compaction will not be paid for separately, but will be considered as an incidental expense.

When proof-rolling reveals unstable soil conditions, these soils shall be removed. Removal and disposal of all surplus, unstable and unsuitable materials and organic waste below the design sub-grade shall be performed in such a manner that public or private property will not be damaged or endangered. Removal and Disposal of Unsuitable Material shall conform to applicable portions of Section 202 of the IDOT Standard Specifications. The quantity is provided for estimated purposes only, and adjustments to unit prices will not be allowed based on actual quantities.

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

**REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL,**

which shall include all labor, equipment and materials necessary to perform the work as specified.

**SP-15 POROUS GRANULAR EMBANKMENT, SUB-GRADE**

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

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

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

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

## 2. Gravel, Crushed Gravel and Pit Run Gravel

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

\*For undercut greater than eighteen inches (18"), the percent passing the 6" sieve may be 90 ± 10, and the 4" sieve requirements eliminated.

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

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

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

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

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

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

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

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which price shall include all equipment, labor and materials required to complete this work as specified, including capping aggregate.

PGE shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities.

**SP-16: STABILIZED CONSTRUCTION ENTRANCE**

**Description:** This work shall consist of constructing a stabilized construction entrance, including furnishing, installing, maintaining and removing a stabilized pad of aggregate underlain with filter fabric, as shown on the plans or directed by the Engineer.

**Materials:** The materials used shall meet the requirements of the following:

**Aggregate:** The aggregate shall be limited to IDOT Coarse Aggregate Gradations CA1, CA-2 CA-3, or CA-4 stone or reclaimed or recycled concrete equivalent.

**Filter Fabric:** The filter fabric shall be made of synthetic polymers composed of at least 85 percent by weight polypropylene, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet lights.

**Construction Requirements:** The aggregate shall be at least eight (8) inches thick. The aggregate shall not be placed until the entrance area has been inspected and approved by the Engineer.

The aggregate shall be dumped and spread into place in approximately horizontal layers. The layer(s) shall not exceed three feet in thickness. The aggregate shall be placed in such a manner as to produce a reasonably homogeneous stable fill that contains no segregated pockets of larger or smaller fragments or large unfilled space caused by bridging of larger fragments. No compaction shall be required beyond that resulting from the placing and spreading operations.

The construction entrance shall have a minimum width of 15 feet and a minimum length of 40 feet.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered included in the unit price for STABILIZED CONSTRUCTION ENTRANCE. The stabilized construction entrance shall have positive drainage away from the roadway.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-way(s) shall be removed immediately. All removed materials shall be disposed of outside the limits of the right-of way according to Article 202.03 of the "Standard Specifications" and/or as directed by the Engineer.

Construction entrances crossing curb & gutter, sidewalks, HMA shoulders, and/or other roadway appurtenances shall include protection for these items. The cost of such protection shall be included in the unit price for STABILIZED CONSTRUCTION ENTRANCE. If any of these appurtenances are damaged by the Contractor, they shall be repaired or replaced to the Engineer's satisfaction at the Contractor's cost.

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**Method of Measurement:** The Stabilized Construction Entrance will be measured in place and the area computed in square yards.

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

**STABILIZED CONSTRUCTION ENTRANCE,**

which price shall include all material, labor, equipment and any other items required to complete the construction entrance.

**SP-17 TRENCH BACKFILL**

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

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

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

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

**Placement of SELECTED GRANULAR BACKFILL as Granular bedding, Haunching, and Initial Backfill, as defined in the Water and Sewer Specs., shall be considered incidental to the contract price for pipe installation.**

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

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

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

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

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

**TRENCH BACKFILL,**

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

**SP-18 SAW CUT JOINTS**

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

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

**SP-19 PORTLAND CEMENT CONCRETE SIDEWALKS, 5 INCH COLORED**

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

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

Placement of sidewalk shall include the following:

- a) Any necessary excavation, clearing, and proper disposal of excavated materials, removal and disposal of all obstructions such as fences, walls, foundations and buildings;
- b) The placement of four inches (4") of Type B, CA-6 compacted aggregate base;
- c) 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).
- d) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3"-5" slump.
- e) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- f) The placement of 1/2 inch thick premoulded expansion joints at 50 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g) The adjustment to proper grade of all utility structures encountered;
- h) The replacement of all traffic control devices or parking meters removed;
- i) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the Standard Specifications;
- j) Concrete to be "California Finish" finish;
- k) Sidewalk sections are located in the Downtown Business District;

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- l) Concrete colorant to be added to cement mix. Concrete colorant shall be “Harvest Wheat” (Product #U16) supplied by Butterfield Color (1-800-282-3388). *Concrete colorant shall be approved by the Engineer before use.*

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

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

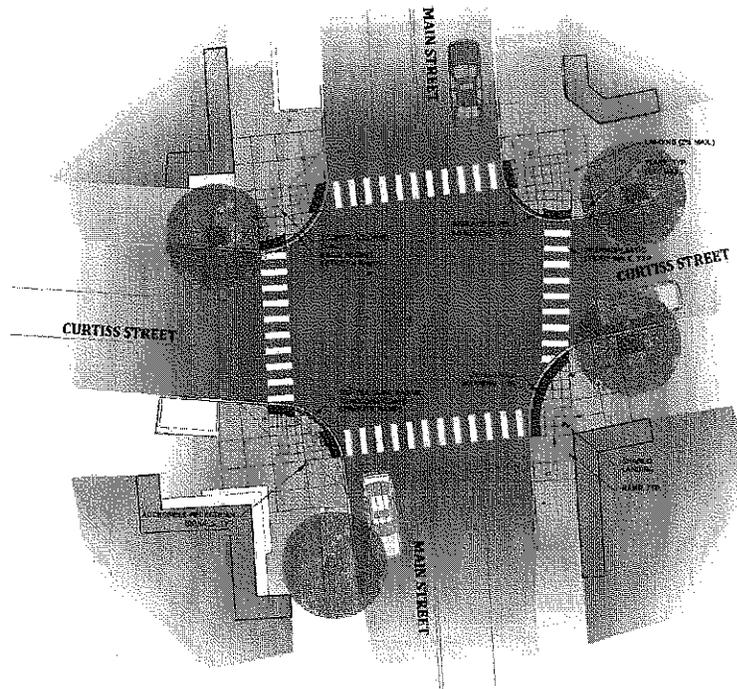
which price shall be payment in full for the work as specified herein.

**SP-20 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED WITH SCORED PATTERN**

This work shall include all work included in SP-19 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED in addition to the following:

- a) Contractor shall score sidewalk within 24 hours of placement, or as directed by the Engineer, similar to the pattern shown in the exhibits below and as directed by the Engineer. Note: the exhibits below show a location that is not included in the contract and shall only be used as a reference. Concrete shall be scored with a diamond-tipped masonry blade, shall be ¼” in depth and shall be made on a straight, continuous line end to end. Prior to placement of any new sidewalk, the Contractor shall provide the Village for review the method for and a sample of concrete scoring, which shall include, but shall not be limited to, the timing of scoring relative to placement of concrete and all proposed equipment to be used. Concrete to be scored shall not be installed until the method has been approved by the Village.

# Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)



DBD CROSSWALK AND ACCESSIBILITY IMPROVEMENTS - PROTOTYPICAL INTERSECTION  
DOWNERS GROVE, ILLINOIS



## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)



DBD CROSSWALK AND ACCESSIBILITY IMPROVEMENTS

DOWNERS GROVE, ILLINOIS

MARCH 2018



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

**SP-21 P.C.C. DRIVEWAY**

**Description:** This work shall consist of the concrete driveway in accordance with the applicable parts of Section 423 of the Standard Specifications except as amended herein.

The driveway shall include the application of membrane curing compound, Type III, in accordance with Articles 1020.13 and 1022.01 of the Standard Specifications, unless otherwise directed by the Engineer. If placement of the driveway takes place prior to April 15, or after October 15, the driveway shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

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

**P.C.C. DRIVEWAY PAVEMENT, 8",**

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

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**SP-22 DETECTABLE WARNINGS**

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

Each Detectable Warning shall consist of brick red 2' x 5' panels inserted into wet concrete. Detectable Warning shall be Access-Tile Cast-In-Place Replaceable or equivalent equal.

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

**DETECTABLE WARNINGS,**

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

**SP-23 CURB AND GUTTER**

**Description:** This work shall consist of the placement of P.C.C. Curb and Gutter, of the type, size and location shown on the plans. All P.C.C. Curb and Gutter shall be placed by methods and materials as specified in Articles 606 and 1020 of the Standard Specifications, except as amended herein.

Placement of P.C.C. Combination Curb and Gutter shall include the following:

- a) All P.C.C. Combination Curb gutter that is called out to be reversed pitched shall have a gutter slope match the slope of the adjacent pavement.
- b) The use of Class SI Portland cement concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3" slump;
- c) The placement of twelve inches (6") of Type B, CA-6 compacted aggregate base;
- d) The saw cutting of 2 inch deep joints at not more than 15-foot intervals, within 24 hours after being placed;
- e) The placement of 2 dowel bars into the gutter portion of existing concrete curb, and at expansion joints, in accordance with the detail shown on the plans;
- d) The placement of 3/4 inch pre-molded expansion joint filler perpendicular to the parking lot roadway for the full depth of the curb and gutter, 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;
- e) The proper curing of all concrete work utilizing the methods and materials outlined in Articles 424 and 1022.01.
- f) The backfilling of all curb work with materials approved by the Engineer.
- g) The 35 foot section of curb and gutter along the sidewalk on Burlington Avenue will have an exposed back side with up to 1'2" of exposed surface as shown in the cross section detail on the plans. This exposed surface shall be finished with a broom finish.

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

**COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.12; AND  
VARIABLE HEIGHT CURB,**

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

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**SP-24 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)**

**Description:** This item shall consist of the construction of Storm Sewer. Storm sewer shall be constructed with new Reinforced Concrete Pipe (RCP) per the SSRBC (AASHTO M315), Ductile Iron Pipe with gasket (DIP), AWWA C -1 Class 52 with SuperCoat interior lining, asphalt exterior coating, and rubber-gasketed joints AWWA C – 111 of the diameter shown, C900 Polyvinyl Chloride (PVC) Pipe with gasketed, bell, and spigot, SDR 26 PVC Pipe with gasketed, bell and spigot, push on type joints conforming to ASTM D3212 of the diameter shown on the Drawings, or double-wall High Density Polyethylene (HDPE), smooth interior, corrugated exterior (ADS Type N-12 or approved equal).

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

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

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

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

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

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

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

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

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

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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

**SP-25 CONNECTION TO PROPOSED STORM SEWER STRUCTURE**

**Description:** This work includes the connection of the existing storm sewers or proposed underdrains to the proposed storm sewer structures at locations shown on the plans. The proposed storm sewer connection shall be neatly cut or precast into the catch basin, and the area between the cut out and sewer filled with brick and mortar in accordance with Section 1042 of the Standard Specifications.

Connections of proposed underdrains to the proposed storm sewer structures will be done onsite by drill or coring through the storm sewer structure and filled with mortar in accordance with Section 1042 of the Standard Specifications.

**Basis of Payment:** This work will be included in the cost of the proposed storm sewer structure which includes all work specified herein.

**SP-26 STORM SEWER REMOVAL (SIZE SPECIFIED)**

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

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

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

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

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

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

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

**SP-27 DRAINAGE STRUCTURE TO BE REMOVED**

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

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

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

**DRAINAGE STRUCTURES TO BE REMOVED,**

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

**SP-28 MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)**

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

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

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

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

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

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

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

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

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

**CATCH BASINS, TYPE A, 4' DIA., TYPE 1 FRAME, OL,  
MANHOLE, 4' DIA., TYPE A, TYPE 1 FRAME, CL**

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

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**SP-29 CONFLICT MANHOLE (SIZE, TYPE, FRAME)**

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

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

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

**CONFLICT MANHOLE (SIZE, TYPE, FRAME),**

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

**SP-30 PIPE UNDERDRAIN**

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

The contractor shall be responsible for the protection of the placed underdrain such that no damage occurs prior to final restoration and acceptance. Pipe underdrain shall have perforations as shown on the plans and details.

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

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

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

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

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7. Sawcutting of pavement and/or curb and gutter.

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

**PVC PIPE UNDERDRAIN, 6",**

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

**SP-31: STORM SEWER CONNECTION TO EXISTING STRUCTURE, (SIZE SPECIFIED)**

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

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

**STORM SEWER CONNECTION TO EXISTING STRUCTURE, (SIZE SPECIFIED),**

which includes all work specified herein.

**SP-32 AGGREGATE BASE COURSE**

**Description:** This work shall consist of the furnishing, placing, and compacting aggregate base course material at locations shown on the plans. This work shall be done in accordance with Section 351 of the Standard Specifications.

**Materials:** The aggregate base course shall be of type as indicated on the plans and shall meet the materials requirements of Article 351.02 of the Standard Specifications.

**Construction Requirements:** The subgrade shall be prepared according to Section 301 of the Standard Specifications, except Articles 301.07 shall not apply.

The aggregate base course shall be placed and compacted in accordance with Articles 351.05 and 351.06 of the Standard Specifications.

In all applications, the final aggregate surface shall be shaped, trimmed and finished according to applicable requirements in Section 212 of the Standard Specifications.

The finished surface will be inspected by the Engineer prior to mobilizing for the construction of the paved surface.

The Contractor shall ensure that there are no failures to the aggregate base course and all repairs and preparations shall be made in accordance with Article 358.04 of the Standard Specifications.

The dry density of the compacted base course testing will be determined by the Contractor at regular intervals according to AASHTO T 191, AASHTO T 310, or by other methods approved by the Engineer.

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

**AGGREGATE BASE COURSE, TYPE B, 6",**

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

**SP-33 PERMEABLE PAVERS**

**Description:**

Section includes the following:

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

**Materials:**

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

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

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

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

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

**Permeable Joint Opening Aggregate:**

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

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

- Test results from an independent testing laboratory for compliance with ASTM D

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

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

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

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

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

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

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

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

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

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

ASTM No. 8	
Sieve Size	Percent Passing
½ in (12.5 mm)	100
3/8 in (9.5 mm)	85 to 100
No. 4 (4.75 mm)	10 to 30
No. 8 (2.36 mm)	0 to 10
No. 16 (1.18 mm)	0 to 5

**Construction Requirements:****Paving Contractor Qualifications:**

- Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project. See **SP-3**.
- Utilize a Contractor conforming to all local, state/provincial licensing and bonding requirements.

**Mockups:**

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

**Environmental Requirements:**

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

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

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

Contractor to examine areas indicated to receive paving for compliance with requirements for installation tolerances and other conditions affecting performance before placing the Permeable Pavers. Verify that subgrade preparation, compacted density and elevations conform to specified requirements. Verify that Geotextiles have been placed according to drawings and specifications. Verify that Permeable Base and

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

Subbase Aggregate materials, thickness, compacted density, surface tolerances and elevations conform to specified requirements. Verify location, type, and elevations of edge restraints, concrete collars around utility structures, and drainage inlets. Proceed with installation only after unsatisfactory conditions have been corrected.

Verify that the soil subgrade is free from standing water.

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

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

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

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

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

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

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

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

Provide the Permeable Subbase Aggregate in uniform lifts not exceeding 6 in., loose thickness and compact to at least 95 percent as per ASTM D 4254 to depths as indicated. Compact the Permeable Subbase Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the roller. Do not exceed the specified surface grade of the compacted Permeable Subbase Aggregate material

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

more than  $\pm 3/4$  in. over a 10 ft. long straightedge laid in any direction.

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

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

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

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

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

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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

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

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

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

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

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

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

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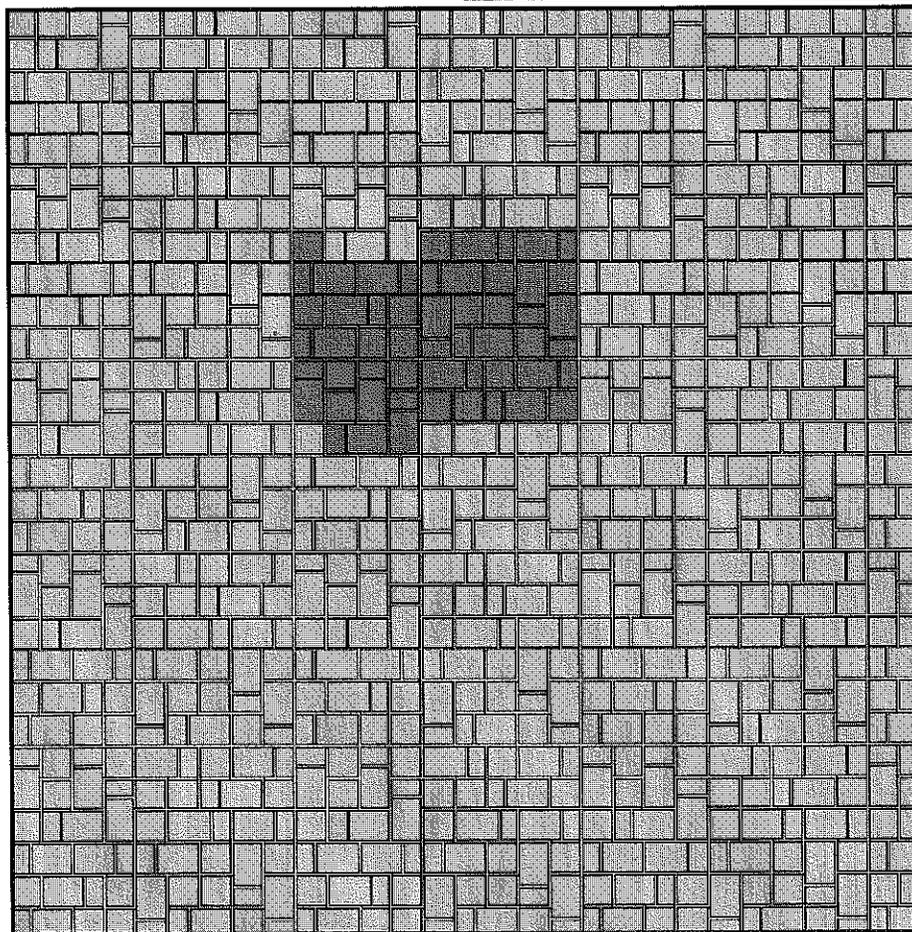
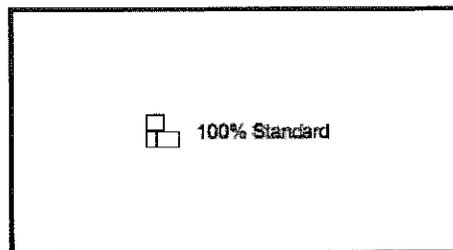
**Notes:**

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

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

Eco-Optiloc®

Pattern A



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Boston Buffalo Chicago Cleveland Detroit New York Philadelphia Toronto

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

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

**PERMEABLE PAVERS,**

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**PERMEABLE JOINT OPENING AGGREGATE (CA-16),  
 PERMEABLE SETTING BED AGGREGATE (CA-16), 1-1/2",  
 PERMEABLE BASE COURSE (CA-7), 6",  
 PERMEABLE SUB-BASE (CA-1), 12",**

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

**SP-34 CONCRETE RIBBON**

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

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

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

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

**CONCRETE RIBBON,**

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

**SP-35 PAINT PAVEMENT MARKING**

**Description:** This work shall be done in accordance with Section 780 of the Standard Specifications. ADA pavement markings shall adhere to the requirements as set forth in the Illinois ADA Accessibility Code and be in accordance with the details as indicated on the plans.

**Basis of Payment:** This work shall be paid for at the contract unit prices per FOOT & SQUARE FOOT of applied paint pavement marking line for:

**PAINT PAVEMENT MARKING LINE - 4" (FOOT);  
 PAINT PAVEMENT MARKING LINE - 6" (FOOT);  
 PAINT PAVEMENT MARKING LINE - 12" (FOOT);  
 PAINT PAVEMENT MARKING LINE - 24" (FOOT); and  
 PAINT PAVEMENT MARKING – SYMBOL (SQUARE FOOT),**

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

**SP-36 TEMPORARY CHAIN LINK FENCE**

**Description:** All chain link fencing shall be placed by methods and with materials in accordance with Section 664 of the Standard Specifications. This work shall consist of furnishing and erecting a six foot high temporary chain link construction fence with driven posts around the perimeter of the lot for all construction areas. The fencing must have a gated opening, which shall be closed when no construction or

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demolition activity is being performed on the site. Fencing must be installed prior to the commencement of any construction or demolition on the site and must remain in place until the final grading of the property commences.

The Engineer shall have the authority to determine the fencing requirements, excluding height requirements, and/or to require a written fencing plan for construction activities. The Engineer shall have the discretion to determine the appropriate timing and location of the fencing requirements in order to adequately protect the health, safety and welfare of the public and the adjacent properties.

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

**TEMPORARY CHAIN LINK FENCE,**

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

**SP-37 4' HIGH TEMPORARY HIGH VISIBILITY ORANGE FENCING**

**Description:** All temporary fencing shall be fluorescent orange in color. This work shall consist of furnishing and erecting a four foot high temporary fence with driven posts or rods to delineate and protect the rail road property to the north of the project site. Fencing must be installed prior to the commencement of any construction or demolition on the site and must remain in place until the final grading of the property commences.

The Engineer shall have the authority to determine the fencing requirements, excluding height requirements, and/or to require a written fencing plan for construction activities. The Engineer shall have the discretion to determine the appropriate timing and location of the fencing requirements in order to adequately protect the health, safety and welfare of the public and the adjacent properties.

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

**4' HIGH TEMPORARY HIGH VISIBILITY ORANGE FENCING,**

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

**SP-38 SOD RESTORATION**

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

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

This work shall consist of the excavation, topsoiling and sodding adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction, and ditch regrading.

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

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

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

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

**SOD RESTORATION,**

which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod.

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

**SP-39 CONCRETE STRUCTURES - SEATWALL**

**Description:** This item shall be done in accordance with Sec. 503 of the Standard Specification except as modified herein. Included in the contract unit price shall be all cast-in-place concrete, footings, excavation, removal and disposal of any spoil debris or excavated material, reinforcing bars, bedding, supplying and compacting of backfill materials, and any work and materials necessary to construct seatwalls in accordance with the detail in the plans. Backfill materials for new structures shall be CA-6 aggregate mechanically compacted.

Concrete for all cast-in-place structures shall be Class SI in accordance with Sec. 1020 of the Standard Specifications. Concrete colorant to be added to cement mix. Concrete colorant shall be "Harvest Wheat" (Product #U16) supplied by Butterfield Color (1-800-282-3388). *Concrete colorant shall be approved by the Engineer before use.*

All exposed faces and sides of the concrete in seatwalls shall have a rubbed and brushed finish.

Mortar used in the seatwalls shall meet the requirements of ASTM C476, Type S. To create nonstaining properties in the mortar, the following shall be added to the mortar mixture: Aluminum tristearate, calcium stearate, or Ammonium stearate in the amount not to exceed 2 percent of the weight of the Portland Cement. Color shall match the cast-in-place concrete.

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

**CONCRETE STRUCTURES - SEATWALL,**

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

which price shall be payment in full for

**SP-40 STONE MASONRY CONSTRUCTION**

This work shall consist of selection, placement, and installation of limestone coping and pier caps.

Related Documents: Drawings and provisions of the Contract, including General Provisions, Supplemental Conditions and Special Provisions, apply to this Section.

**SUMMARY**

This Section includes the following:

1. Limestone coping units set on seatwalls.
2. Limestone caps on seatwall piers.

**SUBMITTALS**

Product Data: For each variety of stone, stone accessory, and other manufactured product specified.

Stone Samples for Verification: Sets for each color, grade, finish, and variety of stone required. Include two or more samples in each set showing the full range of variations expected in these characteristics.

Colored Pointing Mortar Samples for Verification: For each color required.

Qualification Data: For firms and persons specified in the "Quality Assurance" article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

**QUALITY ASSURANCE**

Installer Qualifications: Engage an experienced installer who has completed stone masonry construction similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

Source Limitations for Stone: Obtain each variety of stone from a single quarry as specified in this Section of the Specifications with resources to provide materials of consistent quality in appearance and physical properties without delaying the work.

Source Limitations for Mortar and Grout Materials: Obtain mortar ingredients of uniform quality for each cementitious component from a single manufacturer and each aggregate from one source to producer.

Mockups: Before installing stone masonry veneers, construct sample wall panels to verify selections made under sample submittals and to demonstrate aesthetic effects and qualities of materials and execution. Build mockups to comply with the following requirements, using materials indicated for completed work:

1. Locate mockups in the locations indicated, or if not included, as directed by Engineer.
2. Build mockups for each type of stone masonry construction in sizes approximately 48 inches long by heights indicated on drawings by full thickness, including face and back-up. Include stone coping at top of mockup as required.
3. Notify Engineer 2 days in advance of the dates and times when mockups will be constructed.
4. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed work.
  - a. Approval of mockups does not constitute approval of deviations from Contract Documents contained in mockups, unless such deviations are specifically approved by Engineer in writing.
  - b. When directed, demolish and remove mockups from Project site.

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**DELIVERY, STORAGE, AND HANDLING**

Deliver materials to Project site in undamaged condition.

Store and handle stone and related materials to prevent deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, or other causes.

Store cementitious materials off the ground, under cover, and in a dry location.

Store aggregates, covered and in a dry location, where grading and other required characteristics can be maintained and contamination avoided.

Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

**PROJECT CONDITIONS**

Protection of Stone Masonry Construction: During erection, cover tops of walls, projections, and sills with waterproof sheeting at the end of each day's work. Cover partially completed stone masonry when construction is not in progress.

Stain Prevention: Immediately remove grout, mortar, and soil to prevent them from staining the face of stone masonry veneer.

1. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on the ground and over the wall surface.
2. Protect sills, ledges, and projections from mortar droppings.

Cold Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace stone masonry veneer damaged by frost or freezing conditions. Comply with the following requirements:

1. Cold Weather Construction: When ambient temperature is within limits indicated, use the following procedures:
  - a. 40 to 32 degrees Fahrenheit: Heat mixing water or sand to produce mortar temperatures between 40 and 120 degrees Fahrenheit.
  - b. 32 to 25 degrees Fahrenheit: Heat mixing water and sand to produce mortar temperatures between 40 and 120 degrees Fahrenheit.
  - c. 25 to 20 degrees Fahrenheit: Heat mixing water and sand to produce mortar temperatures between 40 and 120 degrees Fahrenheit. Maintain mortar above freezing until used in masonry. Use heat on both sides of walls under construction.
  - d. 20 degrees Fahrenheit and below: Heat mixing water and sand to produce mortar temperatures between 40 and 120 degrees Fahrenheit. Maintain mortar above freezing until used in masonry. Heat stone to 40 degrees Fahrenheit. Provide enclosures and use heat on both sides of walls under construction to maintain temperatures above 32 degrees Fahrenheit within enclosures.
2. Cold Weather Protection: When mean daily temperature is within limits indicated, provide the following protection:
  - a. 40 to 25 degrees Fahrenheit: Cover masonry with weather-resistant membrane for 48 hours after construction.
  - b. 25 to 20 degrees Fahrenheit: Cover masonry with insulating blankets or provide enclosure and heat for 48 hours after construction to prevent freezing. Use windbreaks when wind velocity exceeds 15 mph.
  - c. 20 degrees Fahrenheit and below: Provide enclosure and heat to maintain temperatures above 32 degrees Fahrenheit within enclosure for 48 hours after construction.

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**Cold Weather Cleaning:** Use liquid cleaning methods only when air temperature is 40 degrees Fahrenheit and above and will remain so until stone masonry veneer has dried out, but not less than 7 days after completing cleaning.

**Hot Weather Requirements:** Protect stone masonry-veneer work when temperature and humidity conditions produce excessive evaporation of water from mortar. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 degrees Fahrenheit and above.

### PRODUCTS

#### Stone Sources

**Available Varieties and Sources:** Subject to compliance with requirements - stone varieties that may be incorporated into this Project include, but are not limited to, the following:

1. Limestone coping units, size ranges, and character as indicated on drawings.
2. Limestone caps on seatwall piers, size and character as indicated on the drawings.

**Varieties & Sources:** Subject to compliance with requirements for limestone coping or caps on seatwalls and on seatwall piers, Eden Valders Indiana Honed Rock Face "Buff" as quarried by Eden Valders Stone and Marble, Inc., W4520 Lime Road, Eden, WI 53019, phone 920-477-2521.

**Stone:** Match Engineer's samples for variety, color, finish, and other stone characteristics relating to aesthetic effects.

#### Mortar Materials

##### Portland Cement:

1. ASTM C150, Type I or II, except Type III may be used for cold weather construction. Provide natural color, white, or a blend to produce mortar color indicated.
2. Low-Alkali Cement: Portland cement for use with limestone shall contain not more than 0.60 percent total alkali when tested according to ASTM C114.

**Hydrated Lime:** ASTM C207, Type S.

**Aggregate:** ASTM C114 and as indicated below:

1. For pointing mortar, use aggregate graded with 100 percent passing No. 16 sieve.
2. Colored Mortar Aggregates: Natural, colored sand or ground marble, granite, or other sound stone.

**Latex additive** (water emulsion) described below, serving as replacement for part of or all gaging water, of type specifically recommended by latex additive manufacturer for use with job-mixed Portland cement and aggregate and not containing a retarder.

1. Latex Additive: Styrene butadiene rubber.
2. Latex Additive: Acrylic resin.

**Cold Weather Mixture:** Nonchloride, noncorrosive, accelerating admixture complying with ASTM C494, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.

**Water:** Potable.

**Available Products:** Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

**Products:** Subject to compliance with requirements, provide one of the following:

1. Cold Weather Admixture:
  - a. Accelguard 80; Euclid Chemical Co.

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- b. Morset; Grace: W.R. Grace & Co.: Construction Products Division

Masonry Cleaners: Use a job-mixed detergent solution of ½ cup dry measure tetrasodium polyphosphate and ½ cup dry measure laundry detergent dissolved in 1 gallon of water.

**STONE FABRICATION**

General: Fabricate stone in sizes and shapes required to comply with requirements indicated, including details on drawings. For limestone, comply with recommendations of ILI's "Indiana Limestone Handbook".

Quarry stone to produce pieces of thickness, size, and shape indicated on drawings.

Shape stone for type of masonry (pattern) indicated on drawings.

Finish exposed faces and edges of stone to comply with requirements indicated for finish and to match approved samples and mockups.

Carefully inspect stone units at quarry or fabrication plant for compliance with requirements for appearance, material, and fabrication. Replace defective units before shipment.

**MORTAR MIXES**

General: Comply with referenced standards and with manufacturers' written instructions for mix proportions, mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures needed to produce mortar of uniform quality and with optimum performance characteristics.

1. Do not use admixtures, including pigments, air-entraining, agents, accelerators, retarders, water repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated. Do not use calcium chloride.
2. Mixing: Combine and thoroughly mix cementitious materials, water, and aggregates in a mechanical batch mixer, unless otherwise indicated. Discard mortar when it has reached initial set.

Latex Modified Portland Cement Setting Mortar: Proportion and mix Portland cement, aggregate, and latex additive to comply with written instructions of latex additive manufacturer.

Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates combined with cementitious materials of selected color. Mix to match Engineer's sample.

**EXECUTION**

Examination: Examine surfaces to receive stone coping or caps, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

1. Examine substrate to verify that inserts, reinforcement, ties, flashing, and other items installed in concrete and required for or extending into stone coping or caps are correctly installed.
2. Do not proceed with installation until unsatisfactory conditions have been corrected.

Preparation: Advise installers of other work about specific requirements for placement of reinforcement, anchors, ties, flashing, and similar items to be built into stone coping or caps.

Protect stone coping or caps during, installation as follows:

1. Cover tops of walls with nonstaining, waterproof sheeting, at end of each day's work. Cover partially completed structures when work is not in progress. Extend cover a minimum of 24 inches down both sides and hold securely in place.
2. Prevent staining of stone from mortar, grout, sealants, and other sources. Immediately remove such materials without damaging stone.

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3. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on the ground and over the wall surface.
4. Protects sills, ledges, and projections from mortar droppings.

Clean stone surfaces that have become dirty or stained by removing soil, stains, and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.

### **DAMPPROOFING**

In all instances where limestone is used at grade, or where supported on concrete leads or haunches, or continuous angles, a back-coating of either cementitious waterproof stone backing or bituminous stone backing shall be applied. The stone backing material shall be applied to all unexposed surfaces of the stone up to 1'-0" above grade, including joints. In those cases where stone is carried below grade, the covered portion of the face shall also be coated. Below-grade mortar joints shall be similarly treated.

### **SETTING STONE MASONRY – GENERAL**

Execute stone masonry construction by skilled masons experienced with the kind and form of stone and installation method indicated:

1. Employ skilled stone fitters at the project site to do necessary field cutting as stone is set.
2. Arrange stones for good fit with joint widths within tolerances indicated.

Set stone to comply with requirements indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure stone coping or caps in place. Set stone accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.

Maintain uniform ¼" to ½" joint widths, except for variation due to stone size variations and minor variations required to maintain bond alignment, if any.

### **POINTING**

Prepare stone joint surfaces for pointing with mortar by removing dust and mortar particles. Where setting mortar was removed to depths greater than surrounding areas, apply pointing mortar first in layers not greater than 3/8-inch until a uniform depth is formed.

Point stone joints by placing and compacting pointing mortar in layers not greater than 3/8-inch. Compact each layer thoroughly and allow to become thumbprint hard before applying next layer.

Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce a smooth flat face, recessed 1/2-inch below edges of stone (raked joint).

### **ADJUSTING AND CLEANING**

Remove and replace stone masonry construction of the following description:

1. Broken, chipped, stained, or otherwise damaged stone. Stone may be repaired if the methods and results are approved by Engineer.
2. Defective joints.
3. Stone masonry construction and joints not matching approved samples and mockups.
4. Stone masonry construction not complying with other requirements indicated.

Replace in a manner that results in stone coping or caps matching approved samples and mockups, complying with other requirements, and showing no evidence of replacement.

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In-Progress Cleaning: Clean stone coping or caps as work progresses. Remove mortar fins and smears before tooling joints.

Final Cleaning: After mortar is thoroughly set and cured, clean stone coping or caps as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on mockup; leave one-half of panel uncleaned for comparison purposes. Obtain Engineer's approval of sample cleaning before proceeding with cleaning of coping or caps.
3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing thoroughly with clear water.
5. Clean stone by bucket and brush hand-cleaning method described in BIA Technical Note No. 20 Revised 11, using 'ob-mixed detergent solution.
6. Clean limestone to comply with recommendations in ILI's "Indiana Limestone Handbook".

Protection: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, which ensure stone coping or caps are without damage and deterioration at the time of Substantial Completion.

#### **EXCESS MATERIALS AND WASTE**

Waste and Excess Material Disposal: Contractor to remove excess, unused stone from the job site at project completion at no additional cost to the Owner.

Contractor to dispose of clean masonry waste, including unusable stone, waste mortar, and excess or soil-contaminated sand, by crushing and mixing, with fill material as fill is placed.

1. Crush masonry waste to less than 4 inches in greatest dimension.
2. Mix masonry waste with at least 2 parts specified fill material for each part masonry waste.
3. Do not dispose of masonry waste as fill within 18 inches of finished grade.

Masonry Waste: Remove clean masonry waste that cannot be used as fill, as described above, and other masonry waste and legally dispose of off Owner's property.

#### **MEASUREMENT AND PAYMENT**

Method of Measurement: All stone to be measured as noted below, including all shipping and installation costs. Bid shall be broken down into the following classification in accordance with plans:

1. Limestone coping – measured per square foot in place.
2. Limestone pier caps – measured per each.

Basis of Payment: The work shall be paid for at the contract unit price per square foot for LIMESTONE COPING – SEATWALLS and LIMESTONE COPING – RETAINING WALL, and at the contract unit price each for LIMESTONE PIER CAPS – SEATWALLS and LIMESTONE PER CAPS – RETAINING WALL. The unit price shall include all material, labor, equipment and all other provisions necessary to complete these items. Contractor will not be compensated for unused material at project completion.

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

**LIMESTONE COPING – SEATWALLS (SF),  
LIMESTONE PIER CAPS – SEATWALLS (EACH);**

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which price shall include all material, labor, equipment and all other provisions necessary to complete these items for the work as specified herein. Contractor will not be compensated for unused material at project completion.

**SP-41: IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS**

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

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

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

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

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

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

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

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

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

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

No adjustment to the contract unit price will be allowed due to changes to quantities based on actual field conditions.

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

**ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE,**

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

**SP-42 STONE PLACEMENT WITHIN DITCH**

**Description.** This work shall consist of furnishing and installing multi-colored 3” diameter river rock, 9” in depth, with final grades matching those identified on the plans. The stones shall be installed in proposed ditches as directed by the Engineer, with widths of 5’. Payment for this item shall include excavation and haul off of all material below proposed finished grades required to install the stones at the depth specified herein and also placement of filter fabric over the entire exposed sub-grade.

**Materials.** 3” diameter river rock and filter fabric. All material shall be submitted to the Engineer for approval prior to ordering.

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

**STONE PLACEMENT WITHIN DITCH**

which price shall include all work as described above.

**SP-43 RAILROAD PROTECTIVE LIABILITY INSURANCE**

**Description:**

This work shall consist of:

1. securing railroad protective liability insurance as shown in Attachment A included in this document for work in and around the existing BNSF railroad right-of-way
2. submitting a BNSF Application for Roadway Surfacing/Resurfacing including a \$800 non-refundable processing fee paid to the BNSF Railway Company included in this document as Attachment A

Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

Named Insured & Address

BNSF Railway Company  
P.O. Box 140528  
Kansas City, MO 64114  
Email: bnsf@certfocus.com

Number & Speed of Passenger Trains

90 Daily, 70 MPH

Number & Speed of Freight Trains

50 Daily, 50 MPH

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DOT/AAR No.: 079533G  
RR Milepost: 0021.28  
RR Division: Chicago  
RR Sub-Division Chicago

For Freight/Passenger Information Contact: Patricia Casler – 312-850-5680  
For Insurance Information Contact: Rosa Martinez – 214-303-8519

A certified copy of each required policy shall be submitted to the Village of Downers Grove.

Before any work begins on rail-road right-of-way, the Contractor shall submit evidence that the required insurance has been approved by the railroad to the Village of Downers Grove.

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

**RAILROAD PROTECTIVE LIABILITY INSURANCE,**

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

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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

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

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

**BIDDER:**

Company Name

Chicagoland Paving Contractors Inc.  
225 Telser Road  
Lake Zurich, IL 60047

City, State, Zip

847 250 9681  
Business Phone

847 250 9684  
Business Fax

ATTEST: if a Corporation

*J. C. Heidart*  
Signature of Corporation Secretary

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

4/26/19  
Date

office@chicagoland  
E-mail Address paving.com

Bill Bowes  
Contact Name (Print)

847 417 1133  
24-Hour Telephone

*William R. Bowes*  
Signature of Officer, Partner or Sole Proprietor

William R. Bowes, V.P.  
Print Name & Title

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

Authorized Signature

Village Clerk

Title

Date

Date

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

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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

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

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

**BIDDER:**

Chicagoland Paving Contractors Inc.  
225 Telsor Road  
Lake Zurich, IL 60047

4/26/19  
Date

office @ chicagoland paving . com  
E-mail Address

City, State, Zip

Bill Bowes  
Contact Name (Print)

847 550 9681  
Business Phone

847 417 1133  
24-Hour Telephone

847 550 9684  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

William R. Bowes, V.P.  
Print Name & Title

[Signature]  
Signature of Corporation Secretary

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

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

SCHEDULE OF PRICES:

## Base Bid

PAY ITEM NO.	SPEC. NO.	DESCRIPTION	TOTAL QTY	UNIT	UNIT COST	TOTAL COST
1	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	200	SQ YD	1.50	300 <sup>-</sup>
2	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1,075	TON	80 <sup>-</sup>	86,000 <sup>-</sup>
3	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	357	TON	95 <sup>-</sup>	33,915 <sup>-</sup>
4	40700100	BITUMINOUS MATERIALS (TACK COAT)	1,380	POUND	.01	13.80
5	67100100	MOBILIZATION	1	LSUM	16513.45	16513.45
6	X0327762	RAILROAD FLAGGER	5	DAY	500 <sup>-</sup>	2,500 <sup>-</sup>
7	SP-4	PRECONSTRUCTION VIDEOTAPING	1	LSUM	1,750 <sup>-</sup>	1,750 <sup>-</sup>
8	SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	1	LSUM	5000	5000
9	SP-6	TREE PROTECTION	400	FOOT	1.50	600 <sup>-</sup>
10	SP-7	TREE REMOVAL	22	EACH	175 <sup>-</sup>	3,850 <sup>-</sup>
11	SP-8	TREE PRUNING	3	EACH	150 <sup>-</sup>	450 <sup>-</sup>
12	SP-9	PERIMETER EROSION BARRIER	875	FOOT	3 <sup>-</sup>	2,625 <sup>-</sup>
13	SP-9	INLET FILTERS	8	EACH	160 <sup>-</sup>	1,280 <sup>-</sup>
14	SP-10	STREET SWEEPING	40	HOUR	75 <sup>-</sup>	3,000 <sup>-</sup>
15	SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	1	LSUM	10000	10000
16	SP-12	EXPLORATORY TRENCH, SPECIAL	10	CY	26 <sup>-</sup>	260 <sup>-</sup>
17	SP-13	EXCAVATION, SPECIAL	1,590	CY	27.50	43,725 <sup>-</sup>
18	SP-14	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	200	CY	20 <sup>-</sup>	4,000 <sup>-</sup>
19	SP-15	POROUS GRANULAR EMBANKMENT, SUB GRADE	200	CY	30 <sup>-</sup>	6,000 <sup>-</sup>
20	SP-16	STABILIZED CONSTRUCTION ENTRANCE	60	SY	10 <sup>-</sup>	600 <sup>-</sup>
21	SP-17	TRENCH BACKFILL	260	CY	39.40	10,244 <sup>-</sup>
22	SP-19	P.C.C. SIDEWALK, 5 INCH COLORED	2,275	SQ FT	11.50	26,162.50
23	SP-20	P.C.C. SIDEWALK, 5 INCH COLORED WITH SCORED PATTERN	180	SQ FT	18 <sup>-</sup>	3,240 <sup>-</sup>
24	SP-21	P.C.C. DRIVEWAY PAVEMENT, 8"	55	SQ YD	85 <sup>-</sup>	4,675 <sup>-</sup>

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25	SP-22	DETECTABLE WARNINGS	75	SQ FT	55 <sup>-</sup>	4,125 <sup>-</sup>
26	SP-23	COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.12	1,280	FOOT	27.50	35,200 <sup>-</sup>
27	SP-23	VARIABLE HEIGHT CURB	80	FOOT	30 <sup>-</sup>	2,400
28	SP-24	STORM SEWERS, RCP, TYPE 1, CL III, 12"	375	FOOT	64.20	24,075 <sup>-</sup>
29	SP-26	STORM SEWER REMOVAL, 12"	425	FOOT	8.30	3,527.50
30	SP-27	DRAINAGE STRUCTURE TO BE REMOVED	5	EACH	260 <sup>-</sup>	1,300 <sup>-</sup>
31	SP-28	CATCHBASIN, TYPE C	3	EACH	1,425 <sup>-</sup>	4,275 <sup>-</sup>
32	SP-28	CATCHBASIN, 4' DIA., TYPE A, TYPE 1 FRAME AND GRATE, OL	3	EACH	3,390 <sup>-</sup>	10,170 <sup>-</sup>
33	SP-28	MANHOLE, 4' DIA., TYPE A, TYPE 1 FRAME AND GRATE, CL	1	EACH	3,315 <sup>-</sup>	3,315 <sup>-</sup>
34	SP-29	CONFLICT MANHOLE, TYPE A, 4' DIA. TYPE 1 FRAME, CL	1	EACH	4,710 <sup>-</sup>	4,710 <sup>-</sup>
35	SP-30	PVC PIPE UNDERDRAIN, 6"	230	FOOT	36.25	8,337.50
36	SP-31	STORM SEWER CONNECTION TO EXISTING STRUCTURE, 12"	1	EACH	1,190 <sup>-</sup>	1,190 <sup>-</sup>
37	SP-32	AGGREGATE BASE COURSE, TYPE B, 6"	3,175	SQ YD	6.75	21,431.25
38	SP-33	PERMEABLE PAVERS	215	SQ YD	75 <sup>-</sup>	16,125 <sup>-</sup>
39	SP-33	PERMEABLE JOINT OPENING AGGREGATE (CA-16)	215	SQ YD	2.50	537.50
40	SP-33	PERMEABLE SETTING BED AGGREGATE (CA-16), 1-1/2"	215	SQ YD	2.50	537.50
41	SP-33	PERMEABLE BASE COURSE (CA-7), 6"	215	SQ YD	9 <sup>-</sup>	1,935 <sup>-</sup>
42	SP-33	PERMEABLE SUB-BASE, (CA-1), 12"	215	SQ YD	12 <sup>-</sup>	2,580 <sup>-</sup>
43	SP-34	CONCRETE RIBBON	120	FOOT	30 <sup>-</sup>	3,600 <sup>-</sup>
44	SP-35	PAINT PAVEMENT MARKING LINE - 4"	1,900	FOOT	.50	950 <sup>-</sup>
45	SP-35	PAINT PAVEMENT MARKING LINE - 6"	175	FOOT	2 <sup>-</sup>	350 <sup>-</sup>
46	SP-35	PAINT PAVEMENT MARKING LINE - 24"	80	FOOT	3 <sup>-</sup>	240 <sup>-</sup>
47	SP-35	PAINT PAVEMENT MARKING SYMBOL	45	SQ FT	6 <sup>-</sup>	270 <sup>-</sup>
48	SP-36	TEMPORARY CHAIN LINK FENCE	580	FOOT	3 <sup>-</sup>	1,740 <sup>-</sup>
49	SP-37	4' HIGH TEMPORARY HIGH VISIBILITY ORANGE FENCING	350	FOOT	1.50	525 <sup>-</sup>
50	SP-38	SOD RESTORATION	300	SQ YD	16 <sup>-</sup>	4,800 <sup>-</sup>
51	SP-39	CONCRETE STRUCTURES - SEATWALL	60	LF	205	12,300
52	SP-40	LIMESTONE COPING - SEATWALLS	55	SF	100 <sup>-</sup>	5,500 <sup>-</sup>
53	SP-40	LIMESTONE PIER CAPS - SEATWALLS	5	EACH	400 <sup>-</sup>	2,000 <sup>-</sup>

54	SP-41	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	20	LOAD	100 <sup>-</sup>	2,000 <sup>-</sup>
55	SP-42	STONE PLACEMENT WITHIN DITCH	20	SQ.YD	75 <sup>-</sup>	1,500 <sup>-</sup>
56	SP-43	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LSUM	1750	<del>1750</del> 450,000

Base Bid \_\_\_\_\_

57	SP-44	MULCH	35	CY	74.25	2,598.75
58	SP-45	MUSHROOM COMPOST	80	CY	47.75	3,820 <sup>-</sup>
59	SP-46	TOPSOIL	180	CY	47.75	8,595 <sup>-</sup>
60	SP-47	EROSION CONTROL BLANKET	275	SQ.YD	4.25	1,168.75
61	SP-48	PLUGS	605	EACH	6.40	3,872 <sup>-</sup>
62	SP-49	SHRUBS	215	EACH	34.50	7,417.50
63	SP-50	ORNAMENTALS	4	EACH	375 <sup>-</sup>	1,500 <sup>-</sup>
64	SP-51	TREES	8	EACH	585 <sup>-</sup>	4,680 <sup>-</sup>
65	25200200	SUPPLEMENTAL WATERING	10	UNIT	1.25	12.50

Landscape Bid 33,664.50

Total Base Bid + Landscape Bid 483,664.50

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

54	SP-41	ADDITIONAL HAULING SURCHAGE, NON-HAZARDOUS SPECIAL WASTE	20	LOAD		
55	SP-42	STONE PLACEMENT WITHIN DITCH	20	SQ YD		
56	SP-43	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LSUM		

**Total Base Bid** \_\_\_\_\_

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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

With regard to Forest North Parking Lot, Bidder Chicago Land Paving  
 (Name of Project) (Name of Bidder)  
 hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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

BY:

[Signature]  
Bidder's Authorized Agent

36-3494492

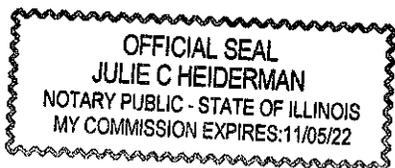
**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or

Social Security Number

Subscribed and sworn to before me

this 26 day of April, 2019.



[Signature]  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of IL, which operates under the Legal name of Chicago Land Paving Contractors, and the full names of its Officers are as follows:

President: Kevin Meertz

Secretary: /v.p. William R. Bowas

Treasurer: \_\_\_\_\_

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

**Limited Liability Company (LLC)**

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

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

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

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

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

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**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: Carroll Insurance

AGENT: Paul Praxmayer

Street Address: 25 NW Pointe Blvd Ste. 625

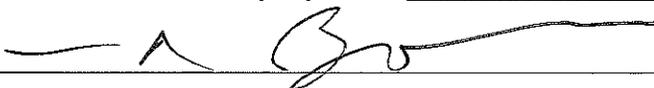
City, State, Zip Code: Elk Grove Village IL 60007

Telephone Number: 847-758-1000

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: chicagoland Paving

Print Name and Title of Authorizing Signature: William R. Bowes

Signature: 

Date: 4/26/19



CHICPAV-01

DSOMMERS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2019

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

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

<b>PRODUCER</b> Corkill Insurance Agency, Inc. 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (847) 758-1000	<b>FAX (A/C, No):</b> (847) 758-1200
<b>E-MAIL ADDRESS:</b> certs@corkillinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Pekin Insurance Company		<b>24228</b>
<b>INSURER B :</b> Travelers Property Casualty Company of America		<b>25674</b>
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**  
 Chicagoland Paving Contractors Inc  
 225 Telsor Rd  
 Lake Zurich, IL 60047

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CL0183498	2/24/2019	2/24/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			00P691695	2/24/2019	2/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			CU30217	2/24/2019	2/24/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0004988	2/24/2019	2/24/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Excess Liability</b>			ZUP21N39855	2/24/2019	2/24/2020	OCC/AGG 5,000,000

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

**CERTIFICATE HOLDER**

**CANCELLATION**

For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**MUNICIPAL REFERENCE LIST**

Municipality: please see attached

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: \_\_\_\_\_

## Parking Lot

### City of McHenry - 2018

Recreation Center Parking Lot Extension  
 Contract: \$ 474,900.00  
 Craig D. Mitchell  
 Baxter & Woodman  
 815-444-3278

### Village of Grayslake - 2017

Whitney Street Parking Lot Extension  
 Contract: \$203,900.00  
 Ms. Jennifer Beckman  
 Gewalt Hamilton  
 847-478-9700

### Village of Lincolwood - 2017

Union Pacific (UP) Parking Lot  
 Contract: \$ 764,000.00  
 James Amelio  
 Christopher Burke Engineering  
 847-823-0500

### Park Ridge Park District - 2018

Hinkly Park Tennis Court & Parking Lot Renovations  
 Contract: \$ 1,008,900.00  
 Mr. John Helfrich  
 Smith Group JJR  
 312-641-0770

### Quincy Park Condominium Association - 2016

2015 Paving & Drainage Improvements  
 Contract Amount: \$ 304,800.00  
 Mr. Carmen Arvia  
 Ament, Inc.  
 847-253-1515

### Glen Ellyn Park District - 2018

Ackerman & Churchill Parking Lot & Maintenance Drive  
 Contract: \$ 487,710.25  
 Dan Hopkins  
 Glen Ellyn Park District  
 630-942-72065

### Geneva Park District - 2017

Peck Farm Parking Lot Improvements  
 Contract: \$ 464,045.10  
 Mr. Andrew Kustusch  
 Engineering Resources Associates, Inc.  
 630-393-3060

### Lake Zurich School District CUSD 95 - 2016

2016 Site Improvements Projects  
 Contract Amount: \$ 1,429,901.75  
 Mr. Leo Morand (Gewalt Hamilton)  
 847-478-9700  
 Mr. Lyle Erstad (CCUSD 95)  
 847-540-3414

### St. Patricia's Parish (Hickory Hills) - 2016

Drainage & Paving (Catholic Bishop of Chicago)  
 Contract Amount: \$ 203,934.00  
 Tom Rychlik  
 Gewalt Hamilton Engineering  
 847-478-9700

### St. Louise Parking Lot Resurface

**& Concrete Repair - 2016**  
 Catholic Bishop of Chicago  
 Contract Amount: \$ 398,666.00  
 Tom Rychlik  
 Gewalt Hamilton Engineering  
 847-479-9700

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**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) Galaxy Type of Work Sewer

Addr: 9233 Cherry Ave City Franklin Park State IL Zip 60131

2) LPS Type of Work Pavers

Addr: 67 Stonehill Rd City Oswego State IL Zip 60543

3) Colella Type of Work Concrete

Addr: 752 N. 10th Ave City Addison State IL Zip 60101-2031

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

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

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

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

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

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

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

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

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

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

Village of Downers Grove -- Forest North Parking Lot Improvements (P-017-17)

**CERTIFICATION OF QUALIFICATIONS**

Project Team

Project Manager: Chris Garwacki

Construction Supervisor: Chris Garwacki

Team Member: Bill Bowes

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

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

Signed by: [Signature] (Corporate Seal)

Title: V.P.

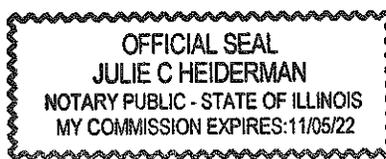
Name & Address: Chicago Land Paving Contractors

of Contractor 225 Telsa Rd

or Vendor Lake Zurich IL 60047

Subscribed and sworn to before me this 26 day of April, 2019

[Signature]  
Notary Public



CHICAGOLAND PAVING CONTRACTORS, INC.  
225 TELSER ROAD  
LAKE ZURICH, IL 60047  
Tel: 847-550-9681 Fax: 847-550-9684  
Office@chicagolandpaving.com

*Certificate of Resolution*

*I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:*

*RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.*

*FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.*

*Executed in Lake Zurich, IL on May 26, 1988.*

By:   
\_\_\_\_\_  
*Kevin Meartz, President*

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)



**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: \_\_\_\_\_

ADDRESS: Chicagoland Paving Contractors Inc. \_\_\_\_\_

CITY: 225 Telser Road  
Lake Zurich, IL 60047 \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

PHONE: 847 550 9681 FAX: 847 550 9684

TAX ID #(TIN): 36-3494492

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

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

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

SIGNATURE: [Signature]  
William R. Bowes

DATE: 4/26/19

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

Apprenticeship and Training Certification

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

Name of Bidder: Chicago Land Paving Contractors

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

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

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

Print Name and Title of Authorizing Signature: William R. Bowes

Signature: 

Date: 4/26/19

*Chicagoland Paving Contractors, Inc.*

225 Telsor Road  
Lake Zurich, IL 60047

Phone: 847-550-9681  
Fax: 847-550-9684

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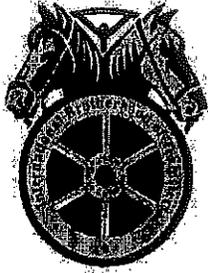
## APPRENTICESHIP TRAINING CERTIFICATION

International Brotherhood of Teamsters – Truck Drivers  
Registration No. IL01050004

Operating Engineers Local #150 – Operating Engineers  
Registration No. IL008780173

Heavy Equipment Technician Operating Engineers Local #150 – Heavy  
Repairs  
Registration No. IL01202003

Chicagoland Laborers' – JATC – Construction Craft Laborer  
Registration No. IL01790001



## Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431

Office: (815) 773-0700 Fax: (815) 773-1122

Info@illinoisteamsterstraining.org

January 17, 2019

To Whom It May Concern:

This letter will certify that Chicagoland Paving Contractors, Inc., is currently contributing and is current with its contributions, as of December 2018, for the Trade of Construction Driver (1032), to the Illinois Teamsters Joint Council No.25 and Employers Apprenticeship & Training Fund.

Any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,

A handwritten signature in cursive script that reads "Rose Wylet".

Rose Wylet

Administrative Assistant

cc: file

Affiliated with the International Brotherhood of Teamsters

[www.illinoisteamsterstraining.org](http://www.illinoisteamsterstraining.org)



# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

Illinois Teamsters Joint Council No. 25

Employers JATF

Joliet, Illinois

For The Trade of: Construction Driver

Registered as part of the National Apprenticeship System

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

*[Handwritten Signature]*

Secretary of Labor

*[Handwritten Signature]*

Administrative Office of Apprenticeship

June 22, 2005

Date Revised: April 8, 2016

IL8151005004

Registration No.



1/17/2019 9:31 AM FROM: MOEITS

TO: +18475509684 P. 3

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE AFL-CIO, AND BUILDING TRADES DEPARTMENT

**JAMES M. SWEENEY**  
PRESIDENT-BUSINESS MANAGER(708) 482-8800 • FAX (708) 482-7188  
8200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

January 17, 2019

Chicagoland Paving Contractors, Inc.  
225 Telsler Rd  
Lake Zurich, IL 60047Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No. MI-00321

Dear Sir or Madam:

At the request of Chicagoland Paving Contractors, Inc., 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, Brothers Chicagoland Paving Contractors, Inc., 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.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO  
District 1 dispatch office

Amanda Gunderson

Enclosures: Certificates

1/17/2019 9:31 AM FROM: MOEITS

TO: +18475509684 P. 5

**Illinois State Department of Labor**

**Office of Apprenticeship Training, Employer and Labor Services**

**Bureau of Apprenticeship and Training**

**Certificate of Registration**

**Operating Engineers Local #150**

**Marionville, Illinois**

**For the Trade of Operating Engineers**

**Registered as part of the National Apprenticeship Program**

**in accordance with the basic standards of apprenticeship**

**established by the Secretary of Labor**

November 5, 2002

92 008780173  
Registration No.



**Scott Ches**  
Secretary of Labor

**David ...**  
Assistant Secretary, Training, Employer and Labor Services

08/18/2015 15:42 FAX 71  
08/28/2008 16 24 FAX

003  
003

1/17/2019 9:31 AM FROM: MOEITS

TO: +18475509684 P. 4

FAX NO.

F. 08

**The American States Department of Labor**

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois

for the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Date May 5, 2002

IL012020003



*Robt. Chao*  
Secretary of Labor

*Anthony Surrage*

**LiUNA!**  
 Chicagoland  
**LABORERS'**  
 District Council Training & Apprentices Fund

 42-L

[chicagolaborers.org](http://chicagolaborers.org)

22 January 2019

**Executive Director**

Thomas Nordeen

Chicagoland Paving Contractors, Inc.

225 Telser Road

Lake Zurich, IL 60047

**Labor Trustees**

James P. Connolly

Martin Dwyer

Martin Flanagan

Joseph V. Healy

Charles V. LoVerde III

William Martin

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

**Management Trustees**

Seth Gudeman

Shane Higgins

Joseph Koppers

Robert G. Krug

David Lorig

William Vignocchi

You may also use this letter as verification that Chicagoland Paving Contractors, Inc. is indeed signatory to the Chicago Laborers District Council, contributes to the Laborers Apprenticeship Fund and their active account is current.

Should you require anything further, please do not hesitate to contact me.

**Carol Stream Location**

1200 Old Gary Avenue

Carol Stream, IL 60188

(630) 653-0006

Yours very truly,



Miranda Maddie

Office Manager

**Chicago Location**

5700 West Homer Street

Chicago, IL 60639

(773) 413-3315



ACCREDITED  
 Training Agency

**LiUNA!**

Feel the Power



ANSI Accredited Program  
 PERSONNEL CERTIFICATION

# The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

*Chicagoland Laborers' J.A.T.C.*

*Carol Stream, Illinois*

*For the Trade - Construction Craft Laborer*

*Registered as part of the National Apprenticeship Program*

*in accordance with the basic standards of apprenticeship*

*established by the Secretary of Labor*

April 12, 1999

Date REVISED August 13, 2004

IL 017990001

Registration No.



*L. J. Chao*

Secretary of Labor

*Anthony Swartz*

Administrator, Apprenticeship Training, Employer and Labor Services

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**BUY AMERICA CERTIFICATION**

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

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response. Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

**Certificate of Compliance**

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature 

Company Name ChicagoLand Paving

Title V.P.

Date 4/26/19

**Certificate of Non-Compliance**

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

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**Suspension or Debarment Certificate**

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

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

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

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

Company Name: \_\_\_\_\_

Chicagoland Paving Contractors Inc.

Address: \_\_\_\_\_

225 Telser Road

Lake Zurich, IL 60047

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (847) 550 9681 Fax Number: ( ) 847 550 9684

E-mail Address: office@chicagolandpaving.com

Authorized Company Signature: [Signature]

Print Signature Name: William R. Bourg Title of Official: VP.

Date: 4/26/19

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

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

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

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

Under penalty of perjury, I declare:

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

[Signature] William R. Bous  
Signature Print Name

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

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature Print Name

## Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**BID SUBMITTAL CHECKLIST**

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

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

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

**ATTACHMENT A**



**Illinois Department of Transportation**

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

**Affidavit of Availability  
For the Letting of \_\_\_\_\_**

(Letting date)

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

**Part I. Work Under Contract**

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	IDOT/61E39	IDOT/61E43	c/o Northlake	v/o Riverside		
Estimated Completion Date	11/30/2018	11/15/2018				
Total Contract Price	89,900.00	224,900.00	219,900.00	739,900.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	89,900.00	169,915.00	219,900.00	739,900.00		1,219,615.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
						1,219,615.00

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

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

					Accumulated Totals
Earthwork	42,000.00	54,985.00	124,865.00	185,684.00	407,534.00
Portland Cement Concrete Paving					0.00
HMA Plant Mix		7,500.00	4,350.00		11,850.00
HMA Paving		12,550.00	14,350.00		26,900.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	30,796.00	39,000.00	7,775.00	99,850.00	177,421.00
Highway, R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction					0.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling					0.00
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction (List)					0.00
Allowance					0.00
FABRIC					0.00
<b>Totals</b>	<b>72,796.00</b>	<b>114,035.00</b>	<b>151,340.00</b>	<b>285,534.00</b>	<b>623,705.00</b>

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

**Part III. Work Subcontracted to Others**

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

					Awards Pending
Subcontractor	Galaxy	Galaxy	Clean Cut	Action	
Type of Work	sewer	sewer	tree removal	Fence	
Subcontract Price	7,800.00	9,710.00	2,600.00	39,830.00	
Amount Uncompleted	7,800.00	9,710.00	2,600.00	39,830.00	
Subcontractor	McGinty	Carrera	Gary Weiss	CR Schmidt	
Type of Work	Landscape	Concrete	landscape	brick	
Subcontract Price	4,014.00	6,110.00	32,940.00	303,664.00	
Amount Uncompleted	4,014.00	6,110.00	32,940.00	303,664.00	
Subcontractor	No. Contractors	Schollmeyer	Galaxy	Galaxy	
Type of Work	bollards	Landscape	sewer	sewer	
Subcontract Price	5,290.00	40,061.00	28,560.00	20,950.00	
Amount Uncompleted	5,290.00	40,061.00	28,560.00	20,950.00	
Subcontractor			Marvel	Carrera	
Type of Work			concrete	concrete	
Subcontract Price			4,460.00	43,123.00	
Amount Uncompleted			4,460.00	43,123.00	
Subcontractor				Clean Cut	
Type of Work				tree removal	
Subcontract Price				4,840.00	
Amount Uncompleted				4,840.00	
Subcontractor				Schollmeyer	
Type of Work				Landscape	
Subcontract Price				33,618.00	
Amount Uncompleted				33,618.00	
Subcontractor				Garelli Pave.	
Type of Work				striping	
Subcontract Price				8,341.00	
Amount Uncompleted				8,341.00	
<b>Total Uncompleted</b>	<b>17,104.00</b>	<b>55,881.00</b>	<b>68,560.00</b>	<b>454,366.00</b>	

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

this 26 day of April, 2019

  
 Notary Public

My commission expires: 11/5/2022



Type or Print Name William R. Bowes, V.P.  
 Officer or Director Title

Signed 

Company Chicagoland Paving Contractors, Inc.

Address 225 Telser Road

Lake Zurich, IL 60047



## ROADWAY SURFACING/RESURFACING PROCESS INSTRUCTIONS

### Licensing Process:

1. Once application package is received by Jones Lang LaSalle Brokerage, Inc. (JLL), the application and drawing will be forwarded to the engineering firm to prepare the Exhibit "A" drawings for the contract. **This process takes approximately 10 to 15 working days.**
2. When the Exhibit "A" is completed, information will be forwarded to the local BNSF Roadmaster for approval. Once approved, a contract will be prepared and two (2) copies will be forwarded to you for an original signature. **A letter will be sent to you that will provide directions regarding insurance and any additional fees.**
3. Return the signed contracts (2 contracts with original signatures), along with the appropriate **payment and Certificates of Insurance** to JLL's Permit Department.
4. The final contracts, with original signatures, are presented for execution provided payment has been received and insurance has been approved.
5. Once the contract is executed, one original will be returned to you for your files.
6. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor (all parties who will be working on the site) to complete the safety training program at Internet Website [www.bnsfcontractor.com](http://www.bnsfcontractor.com).
7. This training must be completed no more than one year in advance of Licensee's entry on the Premises.
8. The cover letter and the executed contract will list the Roadmaster's name and phone number. **You will need to contact the Roadmaster thirty (30) days prior to beginning work.**

### Process Time:

Please be advised that the average time period for completion of this process is 4 weeks from the time that the application is received. Every effort will be made to complete this process in a timely manner.

### Insurance Requirements for the following Agreement:

	<b>Temporary Occupancy</b>
<b>Commercial General Liability Insurance</b>	Contractual Liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000.
<b>Business Automobile Insurance</b>	Combined single limit of at least \$1,000,000 per occurrence.
<b>Workers Compensation and Employers Liability Insurance</b>	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
<b>Railroad Protective Liability Insurance</b>	Coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate, with the exception of New Mexico in which coverage is \$5,000,000 per occurrence and \$10,000,000 in the aggregate

**Note:** These limits are subject to change without notice. An Agreement will be provided to you, which contains details concerning insurance requirements.

**Please send the following so we may process your License request:**

1. If License is for a Seismic Survey send a copy of your **Lease Agreement**.
2. **Completed Application**.
3. **\$800 non-refundable application fee**. This is not in lieu of a permit agreement fee. Check should be made payable to BNSF Railway Company.
4. **One set of drawings** (no larger than 11 x 17) for the area to be occupied. (Include: streets, distance from tracks and streets, mileposts if available and any distinguishing land marks.) Please ensure all information is accurate, as each change will add an additional \$800 to the application fee.

Forward application and payments to:

Jones Lang LaSalle

Brokerage, Inc. Attn:

Permit Services

4200 Buckingham, Ste. 110

Ft. Worth, TX 76155



APPLICATION FOR ROADWAY SURFACING/RESURFACING

Jones Lang LaSalle Brokerage, Inc.
Attn: Permit Services
4200 Buckingham Drive.
Suite 100
Fort Worth, TX 76155

Applicants Tax ID #
or SS #

Legal name of company/municipality who will occupy the property:
If a corporation, State in which incorporated:
Mailing Address:
Daytime Phone:
Contact Name:

Legal name of Roadway Authority requesting work:
If a corporation, State in which incorporated:
Mailing Address:
Daytime Phone:
Contact Name:

Is this project ARRA funded? Yes No
Is applicant a condemning authority? Yes No
Is applicant a Railroad Shipper? Yes No

If yes, BNSF Marketing Rep. name: Phone #
Was this service requested by BNSF? Yes No
If yes, person requesting service: Phone #
Is this installation in conjunction with a track expansion project? Yes No
If yes, BNSF contact name: Phone #

Scope of services to be performed:

Name of nearest town on RR County State
Name of nearest roadway crossing RR
Location of proposed occupancy: 1/4 Section Township Range
Railroad Mile Post Latitude Longitude
How far from the track will the work be performed? ft.
Is work to be performed within 50 ft. of RR property? Yes No If yes, what percentage?
Area to be occupied: ft. (x) ft.
Length of time for project: Date from: Date to:

Table with 3 columns: Question, Yes, No. Rows include: Will a crossing under the railroad tracks be required?, If yes, location of railroad milepost(s), Percentage of project to be conducted on RR property: % Total cost of project: \$

Attached to this sheet is a location plan and detailed sketch. Shown on the sketch are exact dimensions of the project area and distances to the centerline of the nearest track and road crossing bridge or other railroad structure.

Date:
Signed:
Print Name:
Title:
Phone #: Fax #:

If you require additional assistance, please contact your Jones Lang LaSalle Brokerage, Inc. representative.

Bond Number: 2409729


**AIA Document A310™ – 2010**
**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Chicagoland Paving Contractors, Inc.  
225 Telsler Rd  
Lake Zurich, IL 60047-1582

**OWNER:***(Name, legal status and address)*

Village of Downers Grove  
5101 Walnut Ave  
Downers Grove

IL 60515-4046

**BOND AMOUNT: \$**

Five Percent of the Amount Bid

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

Forest North Parking Lot Improvements

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

West Bend Mutual Insurance Company  
PO Box 620976  
Middleton, WI 53562

**ADDITIONS AND DELETIONS:**

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

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

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

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

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

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

Init.

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User Notes:

(1496601206)

Signed and sealed this 26 day of April, 2019

Chicagoland Paving Contractors, Inc.

(Contractor as Principal)

(Seal)

*John C. Hendlin*

(Witness)

*William R. Bonds*

(Title), William R. Bonds

*[Handwritten signature]*

(Witness)

West Bend Mutual Insurance Company

(Surety)

(Seal)

*[Handwritten signature]*

(Title)

LUKE PRAXMARER, Attorney-In-Fact

Init.



THE SILVER LINING®

Bond No. 2409729

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

LUKE F PRAXMARER

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: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

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 Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual 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.

In witness whereof, the West Bend Mutual 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 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual 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.



Juli A. Benedum
Senior 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 Mutual 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 26th day of April, 2019



Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



# ACKNOWLEDGMENT OF CORPORATE SURETY

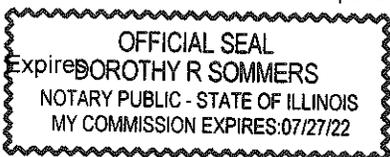
STATE OF Illinois )

ss

County of Cook )

On this 26th day of April, 20 19, before me appeared Luke F. Praxmarer to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



*Dorothy R Sommers*  
 Notary Public

July 27, 20 22

County of Cook, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



# Village of Downers Grove

## Contractor Evaluation

---

Contractor: Chicagoland Paving

Project: ST-052 Lacey Road Reconstruction

Primary Contact: Chris Garwacki Phone: (847) 343-4645

Time Period: July 2016 – October 2016

On Schedule (allowing for uncontrollable circumstances)  Yes  No

Provide details if early or late completion: \_\_\_\_\_

---

Change Orders (attach information if needed): None

Difficulties / Positives: Contractor provided quality work; worked with the Village in rescheduling its crews to accommodate storm sewer replacement done by the Village

Interaction with public:

Excellent  Good  Average  Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied  Satisfied  Not Satisfied

Reviewers: Jim Tock, P.E.

Date: 05/18/17



# Village of Downers Grove Contractor Evaluation

---

Contractor: Chicagoland Paving Contractors

Project: ST-057-17 Maple Ave Resurfacing LAFO- 55<sup>th</sup> to Main

Primary Contact: Chris Garwacki      Phone: (847) 343-4645

Time Period: August 2017 – October 2017

On Schedule (allowing for uncontrollable circumstances)     Yes     No

Provide details if early or late completion: \_\_\_\_\_  
\_\_\_\_\_

Change Orders (attach information if needed): 2 balancing authorizations, 1 authorization to switch HMA driveway apron to PCC apron at no additional cost

Difficulties / Positives: Quick responses in communication, kept Village updated. Very cooperative to work with.

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, PE

Date: 03/30/18