

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
AUGUST 2, 2011 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Bid: Davis Street Storm Sewer Improvements (SW-066)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for the Davis Street Storm Sewer Improvements to Martam Construction, Inc. of Elgin, Illinois in the amount of \$438,292.50.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011 to 2018 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The 2011 budget includes \$370,000 in the Stormwater Fund for this project. Sufficient budget authority exists in the Stormwater Fund for the remainder of the cost.

**RECOMMENDATION**

Approval on the August 9, 2011 consent agenda.

**BACKGROUND**

Currently, the sections of Village right-of-way along Davis Street and Sterling Road within the project limits do not contain stormwater infrastructure. Stormwater within the right-of-way travels overland along Davis Street and Sterling Road, collecting at the intersection of Grant Street and Sterling Road. The overland flow of water has caused pavement erosion and flooding. In addition, the lack of infrastructure in the area prevents residents from utilizing the Village’s Stormwater Cost-Share Program to alleviate significant ponding on private property between Davis Street and Sherman Road.

This project involves the installation of a new storm sewer system along Davis Street and Sterling Road from Douglas Road to Grant Street. The system will intercept stormwater flowing onto private property and will provide the residents with the opportunity to connect sump pumps and yard drains. In order to avoid removing trees while still properly conveying stormwater to the new inlets and catch basins, a low-profile gutter will be installed on both sides of Davis Street and Sterling Road. The gutter will also help prevent erosion of the pavement edge.

Bids were received on Friday, July 15, 2011. A synopsis of the bids is as follows:

<b>Contractor</b>	<b>Base Bid Amount</b>
<b>MARTAM CONSTRUCTION, INC.</b>	<b>\$ 438,292.50</b>
<b>SWALLOW CONSTRUCTION CORP.</b>	<b>\$ 455,510.00</b>
<b>H. LINDEN &amp; SONS SEWER &amp; WATER, INC.</b>	<b>\$ 456,435.00</b>
<b>TRINE CONSTRUCTION CORP.</b>	<b>\$ 469,761.20</b>
<b>GERARDI SEWER &amp; WATER CO.</b>	<b>\$ 492,482.50</b>
<b>SUBURBAN GENERAL CONSTRUCTION, INC.</b>	<b>\$ 527,365.00</b>
<b>VIAN CONSTRUCTION CO., INC.</b>	<b>\$ 564,235.00</b>

The low bidder is Martam Construction, Inc. This bidder has received good references for work performed by the City of Elgin. A representative for the City of Elgin reported they have not had any significant issues with this contractor and recommend their services. Martam Construction, Inc. has also performed satisfactory work for Downers Grove for the Lane Place Watermain and the Central Business District Redevelopment projects.

**ATTACHMENTS**

Contractor Bid Packet

2011 Capital Project Sheet for SW-066



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Mortem Construction, Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-066-11
  - B. For: DAVIS ST STORM SEWER IMPROVEMENTS
  - C. Bid Opening Date/Time: JULY 15, 2011 @ 10:00AM
  - D. Pre-Bid Conference Date/Time: JULY 8, 2011 @ 10:00AM
  - E. 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, JULY 1, 2011

This document comprises 77 pages

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

JIM TOCK, P.E.  
STAFF ENGINEER  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5460  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

**CALL FOR BIDS – FIXED WORKS PROJECT**

Bid No.: SW-066-11

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

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

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

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

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

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

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

### **1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: JULY 15, 2011 @ 10:00AM.
  - 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.
    - 1.2.9 Engineer – Village Resident Engineer or on-site representative
  - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
  - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Jim Tock, P.E., 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 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.

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- 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 contract and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willful 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 WILLFUL 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 WILLFUL 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 a 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.

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- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work, all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

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3.2 If the pre-bid conference is optional, those unable to attend may submit question 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 the section titled "Addenda".

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

### 4. BID SUBMISSION

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

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

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

### 5. BID MODIFICATION OR WITHDRAWAL

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

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

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

### 6. BID REJECTION

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

### 7. BIDDER COMPETENCY

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the

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terms of the Contract Documents. Evidence must be presented within three (3) business days.

### **8. BIDDER DISQUALIFICATION**

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

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

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Proposals 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.

### **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.

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

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will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

### 11. RETURN OF BID DEPOSIT

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

### 12. FAILURE TO ENTER INTO CONTRACT

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

- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in the 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 will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

### 14. TAX EXEMPTION

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

### 15. RESERVED RIGHTS

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

**16. CATALOGS AND SHOP DRAWINGS**

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

**17. TRADE NAMES AND SUBSTITUTIONS**

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

## **II. TERMS AND CONDITIONS**

### **18. VILLAGE ORDINANCES**

- 18.1 The successful Bidder, now the Contractor, shall 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.

### **21. PERMITS AND LICENSES**

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

### **22. INSPECTION**

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

### **23. DELIVERIES**

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

### **24. SPECIAL HANDLING**

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

### **25. NONDISCRIMINATION**

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

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

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive

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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.

- 25.1.3 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 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 Bidder, 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 Bidder'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 handicap unrelated to ability, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire

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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 handicap unrelated to ability, 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 Bidder'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 Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

28.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the

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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 28.1.1 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 paragraph 28.1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 28.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

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

**30. PREVAILING WAGE ACT**

- 30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 30.2 Contractor 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 Contractor in connection with the Contract. This record shall be open to inspection at all reasonable

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hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the Contract.

- 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 must submit certified payroll records to the Village on a monthly basis. **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 B 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 will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

### **31. PATRIOT ACT COMPLIANCE**

The Bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Bidder further represents and warrants to the Village that the Bidder 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 Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Bidder 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

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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 (pursuant to section 32.9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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

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tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

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

**33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

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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 sub-contracted 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 sub-contracts 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 and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village..

35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Awarded Bidder, 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 the Contractor by the Village.

### **36. BILLING AND PAYMENT PROCEDURES**

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

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

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36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**37. COMPLIANCE WITH OSHA STANDARDS**

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

**38. CERCLA INDEMNIFICATION**

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

38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

**39. COPYRIGHT or PATENT INFRINGEMENT**

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

**40. BUY AMERICA**

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

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

**41. CAMPAIGN DISCLOSURE**

41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its Bid 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

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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 provide a guarantee in writing covering a minimum period of one (1) year after approval and acceptance of the work. The Guarantee 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 guarantees 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 sub-bidders.

### 44. WAIVER AND BREACH OF CONTRACT

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

### 45. CHANGE ORDERS

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

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

### 46. SEVERABILITY OF INVALID PROVISIONS

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

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**47 GOVERNING LAW**

47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**48. NOTICE**

48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

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

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

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

**50. COOPERATION WITH FOIA COMPLIANCE**

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

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

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

### **III. GENERAL PROVISIONS**

#### **1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
- 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
  - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2007; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2010; and
  - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

#### **2. COOPERATION OF CONTRACTOR**

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

3.1.2 **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 thirty (30) minutes. If, after normal working hours, the requested signs are not in place within three (3) hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

#### **4. PROSECUTION AND PROGRESS**

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

4.1.1 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.

4.1.2 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.

**5. MEASUREMENT AND PAYMENT**

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

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

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, 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.

#### **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.

#### **GENERAL SCOPE OF WORK**

**Description:** The Davis Street Storm Sewer Improvement Project shall generally consist of the following:

##### **Base Bid:**

- Open cut, remove, and replace bituminous pavement
- Construct new storm sewer and structures, including manholes, inlets and catch basins
- Restore all disturbed turf areas with sod
- Install special, mountable-type concrete gutter at edge of pavement on Davis St and Sterling Rd
- Grind and overlay bituminous pavement for areas of road not directly impacted by storm sewer installation, patching poor areas as necessary

**SP-1 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.

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

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

## SP-2 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, the Contractor shall provide the Village with record drawings showing the lines, grades, elevations and dimensions of all work constructed. The Contractor shall also provide digital files listing all constructed manholes, catch basins, inlets, vaults, and any other storm or water structures and/or critical items defined by the Engineer as part of the Project. The digital files shall list the items above as points with supplemental data as shown below in the Stormwater and Watermain GPS Code Lists.

### Watermain GPS Code List

Field Name	Description	Entry
ValveID	Short Unique ID (1,2,3...)	
Notes	special notes	
GISLocally	Location quality of valve point	good, fair, poor, hand
StructID	Unique ID, if applicable	
CollType	How was point collected?	HQGPS, locate, hand
CollSource	Who collected point?	
Owner	Who owns valve?	VDC, private, other
Structure	What type of valve is it?	main line, interconnect, fire protection, domestic

### Stormwater GPS Code List

Field Name	Description	Entry
LM_Type	frame and grate type	solid, open, b-hive, rollback, square, guard, other, none
Structure		inlet, manhole, catch basin, endseccion, culvert, bridge, blind tap, other, none
Inverts (no inverts = 0)	# of inverts	
Strct_Dept (ft)	structure depth	
Invert_Dept (ft)	invert depths, starting at north position going clockwise	
Invert_Siz (in)	invert sizes, starting at north position going clockwise	
Invert_Mat	invert material starting at north position going clockwise	RCP, CMP, PVC, clay, ductile iron, plastic, other, none
Flow_Angle		90 degrees, 135 degrees, straight through, 1 hole, junction, other, none
Flow_Dirac		north, south, east, west, NE, NW, SE, SW, divide
Strct_Matr	structure material	cast, block, brick, unknown, other, none, clay
Condition	structure condition	new, good, repair, replace, clean, unknown
Point_Loca	location of shot taken on rim	Center, Rim, Center & Sides, Invert, Top Pipe, Top Center Wall, Nrim, Srim, Erim, Wrim, Hand Marked, Flow Line
Comment1	special comments	
Comment2	special comments cont'd	
CollType	How point was collected	HQGPS, locate, hand
CollSource	Who collected point?	
Outfall	is the structure an outfall?	yes, no

**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-3 PRECONSTRUCTION VIDEOTAPING**

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

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

**PRECONSTRUCTION VIDEOTAPING,**

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

**SP-4 ACCESS AND WATER SHUT-OFF NOTIFICATION**

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

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

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

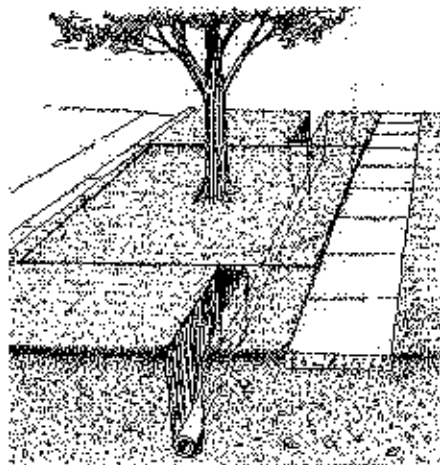
### **SP-5 TREE PROTECTION**

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

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

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

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



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) [I changed this to one because otherwise there would be no provision for something between one and two feet – it went from less than one in the above paragraph

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

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

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

**TREE PROTECTION,**

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

**SP-6 TREE ROOT PRUNING**

**Description:** 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 performed in accordance with the Tree Protection Zone detail of the Plans, and shall be done only to the depth of the excavation necessary for installing the 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.**

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

**TREE ROOT PRUNING,**

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

**SP-7 EROSION AND SEDIMENTATION CONTROL**

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

All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence ditch checks; straw bales shall not be used. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three (3) days, shall be protected against erosion and sedimentation runoff by use of silt fence. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, filter baskets, or solid lids, as authorized in the field by the Engineer.

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

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

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

**SP-8 STREET SWEEPING AND DUST CONTROL**

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

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

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

**STREET SWEEPING AND DUST CONTROL,**

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

### **SP-9 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

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

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

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

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

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

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

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

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

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

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

As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the

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

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

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

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

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

**SP-10 HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT (3")**

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

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

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

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

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

**Note: measurement for payment will be based on area of newly placed HMA, after proposed gutter is installed.**

**Basis of Payment:** This work shall be paid for at the contract unit price per **SQUARE YARD** for **HMA DRIVEWAY REMOVAL & REPLACEMENT (3")**,

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

**SP-11 PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACE**  
**or PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, NEW**

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

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

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

Placement of sidewalk shall include the following:

- a) Any necessary excavation, clearing, and proper disposal of excavated materials, removal and disposal of all obstructions such as fences, walls, foundations and buildings;
- b) The placement of four inches (4") of Type B, CA-6 compacted aggregate base;
- c) The set up of form work such that the maximum longitudinal slope of the finished walk does not exceed 8.33 percent (1 inch in 12 inches), and the lateral slope is not less than 1/4 inch per 12 inches, nor more than 1/2 inch per 12 inches.
- 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, and six inch (6") thickness through or in driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer,
- e) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- f) The placement of 3/4 inch thick premoulded expansion joints at 100 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 SSRBC, (Type III membrane curing compound white pigmented);
- j) The complete restoration of abutting asphalt driveways damaged as a result of installation, or where new sidewalk surface is more than 1/2 inch higher or lower than the original grade of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture C, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.

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

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

**P.C.C. SIDEWALK REMOVAL AND REPLACE or P.C.C. SIDEWALK, 5 INCH, NEW**

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

**SP-12 CONSTRUCT MANHOLE/CATCH BASIN OVER EXISTING SEWER**

**Description:** This work shall consist of constructing catch basins and manholes with frames and grates or lids that connect to an existing sewer, in accordance with Section 602 of the SSRBC, and as specified herein.

**Construction Requirements:** Drainage structures shall be precast reinforced concrete in accordance with Article 602.07 of the SSRBC. The Contractor will be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the Contractor at no cost to the Village.

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

**CONSTRUCT (SIZE) MANHOLE OVER EXISTING SEWER W/(TYPE FRAME)**

which shall include all excavation, the required frames and grates, sand/aggregate base, flat slab tops, backfilling, replacement pipe for existing sewer (if needed), and all labor, material, and equipment necessary to complete work.

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**SP-13 SANITARY SERVICE RECONNECTION**

**Description:** This work shall consist of the reconnection of existing sanitary services disturbed during the installation of the proposed storm sewer. A service shall be considered whenever the storm sewer passes less than eighteen inches above or any distance below the service. **THE CONTRACTOR MUST MAKE AN ATTEMPT TO AVOID DISTURBING THE SERVICE. ANY SERVICES DETERMINED BY THE ENGINEER TO BE DELIBERATELY DISTURBED WILL NOT BE CONSIDERED FOR PAYMENT. NO RECONNECTION SHALL BE CONSIDERED FOR PAYMENT UNLESS WITNESSED AND APPROVED BY ENGINEER.**

The existing service pipe shall be cut one and one-half foot beyond the walls of the water main trench in a manner that provides a neat and smooth joint. The reconnection of the new and existing pipes shall be made with PVC pipe grade SDR 26, ASTM D2241, 160 psi pressure pipe, or better with push-on bell and spigot type with rubber ring seal gasket ASTM D3139. See detail in "Standard Detail" section of this document.

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

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

**SANITARY SERVICE RECONNECTION,**

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

**SP-14 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)**

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

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

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

All pipe laid shall be retained in position so as to maintain alignment and joint closure until sufficient backfill has been completed to adequately hold the pipe in place. All pipes shall be laid to conform to the 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. Excavation and removal of all surplus trench excavation from site.
2. **Placement and compaction of trench backfill for bedding, haunching, and initial backfill as defined in the Sewer and Water Specs.**
3. Support of trenches, including any necessary bracing or shoring.
4. De-watering of trench or excavation.
5. Saw cutting of pavement and/or curb and gutter.

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

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

which price shall include all labor, material, and equipment and incidental work herein specified, except TRENCH BACKFILL used as final backfill as defined by the Sewer and Water Specs, which will be paid for separately.

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### **SP-15 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 selected granular backfill meeting the gradation specified herein and in section 208 of the SSRBC.

**Trench Backfill** shall meet the requirements of Section 1004.04 of the SSRBC, gradation to be "CA-6", except that GR-7 gravel will not be allowed. Select granular backfill as 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. Selected granular backfill as CA-11 shall be used to a height of one (1) foot above the top of the storm sewer pipe.

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

All backfilling shall be done in accordance with Section 550.07 of the SSRBC. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer to receive TRENCH BACKFILL 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, TRENCH BACKFILL as 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.

**Payment will not be made for the placement selected granular backfill as granular bedding, haunching and initial backfill, as defined in the Sewer and Water Specs. These shall be considered incidental to the placement of the utility pipe.**

**Payment shall be made only for the placement of TRENCH BACKFILL as final backfill as defined in the Sewer and Water 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 Sewer and Water Specs. Any selected granular material required in excess of the maximum quantity herein specified shall be furnished by the Contractor at his own expense.

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

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

### **TRENCH BACKFILL**

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

**SP-16 ADJUSTING DIP WATERMAIN (SIZE AND TYPE SPECIFIED)**

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

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

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

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

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

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

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

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

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

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

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

**Measurement and Payment.** This work shall be measured and paid for at the contract unit price **PER**

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**FOOT**, as measured along the centerline of the pipe, for:

**ADJUSTING WATERMAIN (SIZE SPECIFIED)**

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

**SP-17 ADJUSTING WATER SERVICE LINES**

**Description.** This work shall consist of adjusting (replacing) water service lines required where the proposed storm sewer is in direct conflict with the existing water service line in accordance with Section 563 of the SSRBC and as specified herein. The service shall be replaced from the corporation to the b-box valve. It is recommended that all water services to be adjusted will be either pushed or augered. **If open cutting the road is necessary, excavation, removal of excavation from site, support of trenches, material (pipe, fittings, valves), trench backfill, compacting of trench backfill, and all other items required to perform the work will be considered incidental.** Pavement removal and pavement restoration will be paid for under FULL DEPTH PAVEMENT REMOVAL and HMA SURFACE AND BINDER COURSES.

**Materials.** The water service line shall be copper tube – Type “K” of the required diameter with Ford or McDonald Compression Type Fittings.

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

**ADJUSTING WATER SERVICE LINES**

which price shall include all work as described above.

**SP-18 TEMPORARY SURFACE OVER TRENCH – (AGGREGATE)**

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

**Construction Requirements:**

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

**Materials:**

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

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

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

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

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

**SP-19 PARKWAY RESTORATION, SALT TOLERANT SOD, SPECIAL**

**Description:** This item shall be done in accordance with the applicable portions of Section 252 of the SSRBC 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 from a minimum of one and one-half (1-1/2) feet to a maximum of three (3) feet behind or adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction.

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

All sod shall be salt tolerant meeting the requirements of Art. 1081.03 of the SSRBC. All placement of sod shall meet the requirements of Section 252 of the SSRBC.

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

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

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

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

**SP-20 DETECTABLE WARNINGS**

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

Each Detectable Warning shall consist of brick red 2' x 4' 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-21 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS**

**Description:** 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 that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) landfill acceptance. However, if the subject property has never been used for industrial or commercial purposes, 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 Source Site Certification by Owner or Operator Form LPC-662 for all streets designated for improvement.

**Construction Requirements:** The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, and uncontaminated or contaminated dirt or debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a landfill or clean construction and demolition debris (CCDD) fill site shall meet the requirements of Public Act 96-1416.

The temporary storing of excavated materials on the parkways or right of way, and re-handling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide for one.

All additional work to satisfy these requirements shall be the responsibility of the contractor. All costs associated with meeting these requirements shall not be paid for separately but shall be included in the unit price cost for the associated removal or excavation items in the contract. These costs shall also include but are not limited to all required testing, lab analysis, and certification by a licensed professional engineer.

**Basis of Payment:** This work shall not be paid for separately but shall be considered included in the cost of the project.

**SP-22 ADJUSTING SANITARY SERVICE LINES**

**Description.** This work shall consist of adjusting (replacing) sanitary service lines required where the proposed storm sewer is in direct conflict with the existing sanitary service line in accordance with Section 563 of the SSRBC and as specified herein, with the exception that adjustments (replacements) shall be constructed in addition to the "Sewer and Water Specs" per the Downers Grove Sanitary District's specifications for sewer construction, and that this item will be paid for per EACH adjustment. **Excavation, removal of excavation from site, support of trenches, material (pipe, fittings, etc.), trench backfill, compacting of trench backfill, and all other items required to perform the work will be considered incidental.** Pavement and parkway restoration will be paid for separately under pavement removal, sidewalk removal, HMA surface and binder placement, sidewalk placement, and sod restoration.

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

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

**ADJUSTING SANITARY SERVICE LINES**

which price shall include all work as described above.

**SP-23 EXPLORATION TRENCH**

**Description:** This work shall consist of constructing a trench for the purpose of locating existing utilities potentially in conflict with the proposed improvements. All exploratory trenches shall be constructed and restored per Section 213 in the SSRBC.

**Basis for Payment:** This work shall be paid for at the contract unit price per **FOOT/60-INCH DEPTH** for:

**EXPLORATION TRENCH,**

which price shall include all material, labor, and equipment necessary to complete this item, which includes backfilling with spoils and/or approved backfill. Maintenance of the backfilled trench shall be incidental.

**SP-24 CONCRETE GUTTER**

**Description:** This work shall consist of the placement of PCC gutter in accordance with the applicable parts of Sec. 606 of the SSRBC, except as amended herein.

Placement of the gutter shall include the placement of three-quarter inch (3/4") premolded expansion joint filler along the back of curb, for the full depth of the curb and gutter, where abutting existing concrete.

Transverse expansion joints with 3/4" joint filler shall be constructed at five feet (5') either side of utility structures, and at no more than ninety foot (90') intervals. All expansion joints shall include the placement of two (2) three-quarter inch (3/4") dowel bars with pinched stop caps as specified on detail sheet. Two (2) three quarter inch (3/4") dowel bars shall also be placed at all construction joints as specified on detail sheet and shall be drilled into existing (curb and) gutter a minimum of six inches (6").

New gutter shall be backfilled with existing excavated earth.

Transverse contraction joints shall be constructed at no more than fifteen foot (15') intervals.

When the gutter is placed adjacent to concrete pavement or base, it shall be tied along the longitudinal construction joint with No. 6 (3/4") bars at 24" centers in accordance with the applicable portions of Article 420.05 of the SSRBC.

All voids existing between newly placed gutter and the adjacent roadway pavement shall be filled with Class SI concrete, prior to bituminous surface placement, to a point 3 inches below finish grade. This work shall be considered incidental. Earth excavation and haul off shall be considered incidental to the construction of the gutter.

Placement of the gutter shall include the application of membrane curing compound, Type III, in accordance with Articles 1020.13 and 1022.01 of the SSRBC unless otherwise directed by the Engineer.

If placement of the gutter takes place prior to April 15, or after October 15, the curb and gutter shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the SSRBC.

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

**CONCRETE GUTTER**

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

**SP-25 RELOCATE FIRE HYDRANT**

**Description:** This work includes removing existing fire hydrant from main line, and re-installing at location specified on the plans. Fire hydrants shall be Waterous Pacer Model WB-67, with a five and a quarter inch (5 1/4") valve opening, two, two and one-half inch (2 1/2") hose nozzles, and one, four and one-half inch (4 1/2") pumper nuts. All connecting pipe bottom flanges shall be mechanical joints. All hydrants shall be painted with two coats of polyurethane high gloss enamel, #31-ISI OSHA Yellow.

Each hydrant shall incorporate a six-inch (6") auxiliary valve and box. All auxiliary valves shall be located a minimum of thirty inches (30") and a maximum of thirty-six inches (36") from the hydrant. Connection of the hydrant and auxiliary valve assembly shall be made with a six-inch (6") diameter ductile iron water main. The installation of the fire hydrants and auxiliary valves shall be in accordance with the attached hydrant details. All auxiliary valves shall incorporate lacing rods from valve to tee.

Hydrants shall be set plumb, with the nozzle and steamer connection facing the roadway. The steamer connection shall be set not less than eighteen inches (18") nor more than twenty-four inches (24") above finished grade.

All new fire hydrants shall be covered or labeled as being out of service, until such time as the new main is brought into service.

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

**RELOCATE FIRE HYDRANT,**

which price shall include all excavation, backfill and compaction, the hydrant, auxiliary valve and box, all six-inch DIWM pipe up to the main line tee, and all fittings.

**SP-26 POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL**

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

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

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

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

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

**POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL,**

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

**DOWNERS GROVE SANITARY DISTRICT SPECIFICATIONS**

Village of Downers Grove

DOWNERS GROVE SANITARY DISTRICT

SPECIFICATION

FOR

BUILDING SANITARY SERVICE AIR TESTING

Effective Date: August 24, 2004

1. The entire building sanitary service shall be air tested from the public sewer to the building, including the machine trap, wye or tee, the outside cleanout(s) and all service piping. If a new wye or tee is installed on an existing public sewer, the pipe connections on the public sewer on both sides of the wye or tee must also be air tested, as described in Item 11.
2. Prior to testing, flush and clean the sewers by a method acceptable to the District. If a new wye or tee is installed on an existing public sewer, clean the inside of all existing pipes to allow the test plugs to properly seal during testing.
3. Isolate the building sanitary service from the existing public sewer by installing two airtight plugs in the public sewer, by installing one airtight plug with a void positioned at the connection between the building service connection and the public sewer, or by other method acceptable to the District.
4. Install an airtight plug on the cleanout inside the building.
5. Properly brace the outside cleanout cap and collar to withstand air testing.
6. Whenever the sewer to be tested is submerged under groundwater, determine the groundwater hydrostatic pressure by a method approved by the District.
7. Add air to the plugged sewer sections under test through the cleanout or public sewer plug until initial air pressure reaches 4.0 psig greater than any groundwater hydrostatic pressure.
8. Allow at least two minutes for air temperature to stabilize, adding air to maintain the initial test pressure.
9. Shut off the air supply after stabilizing the air temperature and record the time in seconds using an approved stopwatch for the internal sewer pressure to drop from 3.5 psig to 2.5 psig greater than any groundwater hydrostatic pressure.
10. The building sanitary service shall pass if the recorded time for the allowable pressure drop equals or exceeds 2 minutes for a 4-inch and 6-inch diameter service less than 300

Village of Downers Grove

feet in total length. The minimum allowable time for larger pipe diameters or longer pipe lengths will be determined by the District.

11. The individual pipe joints on either side of a new wye or tee installed on an existing public sewer shall also be air tested as follows:
  - a. Comply with requirements of ASTM C1103-90.
  - b. Utilize commercially available test apparatus with two separate inflatable sealing rings or plugs, or one plug with a void positioned at the center, at least 2.50 inches, but no more than 2 feet apart.
  - c. Acceptable maximum air loss is 1 psi in 5 seconds.
  - d. Test pressure is 3.5 psi higher than groundwater pressure, but do not use a test pressure greater than 6 psi.
  - e. Provide test apparatus that allows remote monitoring of test by the District.
12. If the air test fails to meet these requirements, locate and repair, or remove and replace the faulty sections of sewer in a manner approved by the District, as necessary to meet the allowable limits upon retesting. The use of acrylamid gel sealant is not an acceptable method to correct leakage.
13. Provide and use equipment and measuring devices acceptable to the District.
14. All air testing for acceptance shall be done under the direct supervision of the District. The Contractor shall notify the District 48 hours prior to testing.
15. Air testing techniques shall be in accordance with the latest ASTM standard practice for testing sewer lines by low-pressure air test method for the appropriate pipe material.
16. Air testing may not be performed until the sanitary service trench has been completely backfilled.

Village of Downers Grove

Revision dated July 7, 2011

**DOWNERS GROVE SANITARY DISTRICT  
SEWER CONTRACTOR'S CHECKLIST**

630-969-0664

**A. BUILDING SERVICE CONNECTIONS**

1. No work may be started unless the contractor is bonded with the District, in addition to any Village, Township, County or State requirements. Call 969-0664 for bond requirements.
2. No work may be started unless a Sewer Permit has been picked up by the contractor and posted on the job. All repairs require a no-charge permit. All work must be inspected.
3. A Sewer Permit will not be issued until all fees have been paid. The District must approve plans for new buildings. No sewer connection may be done until foundation is in and cast iron can be connected. Existing buildings must be inspected and approved by the District and any violations must be corrected before connection to the sewer.
4. Any excavation with the right-of-way requires a separate permit from the appropriate Village, Township, County or State jurisdiction.
5. Pipe Size - 6" diameter minimum for building services.
6. Pipe Material - must meet the following requirements:
  - PVC pipe with a SDR of 26, complying with ASTM D2241, 160 psi pressure pipe push-in bell and spigot type with rubber ring seal gasket ASTM D3139.
  - Ductile Iron Pipe, AWWA C-151, Class 51, with rubber-gasket joints AWWA C-111. All pipe and fittings must have corrosion protection using H2Sewer Safe by Griffin Products (SuperCoat Lining) or approved equal acid exterior polyethylene tube complying with ANSIAWWA C105/A 21.5-93, with a thickness not less than 8 mils.
7. Utilities site plan is required for all new building sanitary services, including septic system conversions. This shall be provided on a topographic survey, which shows the rim elevation of the nearest upstream and downstream sanitary manholes.
8. An agreement for District access to the building sanitary service, signed by the property owner, is required for all new building sanitary services.
9. Service stubs must be perpendicular to the main sewer to the property line.
  - Whenever possible, it is requested that the service be laid straight from the stub or property line to the building. Any changes in alignment must be made with 45° (or less) bends, no 90° bends are allowed. It is recommended that the service not be located under any existing or proposed driveway or sidewalk. Under no circumstances may drain tiles be connected to the service.

## Village of Downers Grove

### 10. Outside Cleanouts

- An outside cleanout shall be installed on each new building sanitary service at the transition from 4-inch waste line to 6-inch service pipe just outside the foundation or other location approved by the District. Refer to Downers Grove Sanitary District Specification for details.

### 11. Pipe Bedding

- No pipe may be laid when there is water in the trench. If there is water in the trench it must be pumped out prior to placing any bedding material. No water from the trench may be allowed to enter the existing sanitary sewer. Any Contractor allowing this to happen will have his bond revoked.
- $\frac{1}{2}$ " to  $\frac{3}{4}$ " washed chipped limestone, must be placed at least 4" below the bottom of the pipe and compacted. Dig bell-holes before the pipe is laid.

### 12. Pipe Trench

- The pipe must be laid at a slope of at least 1.0%, starting from the stub or main sewer.
- The maximum trench width is 2' 0", measured above the top of the pipe. Over 12" above the top of the pipe, the sides of the trench may be stepped or sloped back.
- Maximum depth is 10' 0", measured from the top of the pipe to the finished grade.
- Minimum depth is 4' 0", measured from the top of the pipe to the existing grade. Anything less than 4' must be insulated.
- Water and sewer services must be placed in separate trenches at least 10 feet apart. Only when it is impossible to maintain 10 feet of separation may sewer and water services be placed in the same trench. When placed in the same trench, services must be at least 3 feet apart with 18 inches of vertical separation.
- Any water services that cross house sewers, storm drains, or sanitary sewers must also maintain an 18-inch vertical separation for a distance of 10 feet on both sides of the sewer. The excavated area between each pipe and the full width of the water service for a distance of 3 feet on both sides of the sewer must be replaced with compacted granular backfill.

### 13. Pipe Backfilling

- $\frac{1}{4}$ " to  $\frac{3}{4}$ " washed chipped limestone, must be carefully placed under the sides of the pipe and firmly tamped into place. Granular backfill must be carefully placed to a level 12" above the top of the pipe and compacted.
- Selected excavated material, free of rocks and sticks, may be used to backfill from 12" above the top of the pipe to the surface, except under roadways and sidewalks.
- Parkway restoration shall comply with applicable village, township, county, or state requirements.
- Under roadways (and to 2' behind the back of the curb) and under sidewalks, granular material, from  $\frac{1}{4}$ " to  $\frac{3}{8}$ ", must be used to backfill from 12" above the top of the pipe, to the subgrade elevation.

## Village of Downers Grove

- Roadway and sidewalk restoration shall comply with applicable village, township, county, or state requirements.

### 14. Foundation Over Dig & Double-Wall Foundations

- The foundation over dig at the point where sanitary sewer service enters the building shall be filled with 3/4" to 1 1/4" washed chipped limestone from the footing to the bottom of service to provide support for this pipe.
- Service sewers passing through flexible foundation wall or under concrete porches shall be constructed of ductile iron pipe. Cast iron or PVC pipe will not be allowed in these situations.

### 15. Service Risers

- A service riser must be constructed where the main sewer is more than 12' deep, measured from the invert of the pipe to the finished grade. Refer to Downers Grove Sanitary District Specification for details.

### 16. No-Shear Couplings

- No-shear couplings (couplings with stainless steel shear ring) shall be used to connect pipes of dissimilar material or size - Flex-Seal Adjustable Repair Couplings or approved equal.

### 17. Building Sanitary Service Air Testing

- All new building sanitary services shall be tested in accordance with District specifications for building sanitary service air testing. Refer to Downers Grove Sanitary District Specification for details.

### 18. Building Sanitary Service Televising

- All new building sanitary services shall be televised in accordance with District specifications for building sanitary service televising. Refer to Downers Grove Sanitary District Specification for details.

### 19. Inspections

- All sewer services shall be left completely exposed until the District inspector has accepted it. 24 hours notice is required for such inspection. Inspections may be scheduled Monday through Friday, between 8:00 a.m. and 4:00 p.m.
- A representative of the sewer contractor shall be in attendance at time of all inspections.

### 20. Record of Work Performed

- Upon completion of a new building sanitary service or any repairs to an existing building sanitary service, the sewer contractor or property owner must submit to the District a

## Village of Downers Grove

written record of the work completed, including a sketch, pipe sizes, footages, depths, fittings and measurements from property lines or building corners, before final acceptance of said work will be granted by the District. This information should be in sufficient detail to allow the location of the building sanitary service to be clearly marked at a future date.

### 21. Inspection Manhole\*

- For all non-residential buildings, an inspection manhole is required on the service between the building and the main sewer. It must be placed so that all flow from the building passes through the manhole. The inspection manhole must be 4 feet in diameter and have a District standard manhole cover. Refer to Downers Grove Sanitary District Specification for details. Manholes must pass a vacuum test before acceptance.

\*Also pertains to Flood-Control Manholes.

### 22. Grease, Oil and Sand Traps

- When required as a condition of the Sewer Permit for non-residential buildings, such traps shall be of a design approved by the District and shall be located where easily accessible for cleaning and inspection. Grease traps shall be located outside where possible and shall be below the ground. Where outside installation is impossible, the grease trap may be located inside but must be below the floor. Dishwashing machines cannot be discharged through any grease trap. All grease traps must be cleaned on a monthly basis. Oil separators shall be triple-basin type. Sand traps may be a single manhole with sump. All such installations shall conform to the requirements of the DuPage County Health Department and Village and State Plumbing Codes.

### 23. Overhead Sewer

- Overhead sewer is required for all new construction and septic system conversions.

### 24. Blockings/Demolitions

- All buildings to be demolished shall have their sanitary sewer service blocked at the main sewer connection; this work shall be done prior to the actual demolition. Rebuilds will be required to install a new service out to the main sewer. Existing tee or wye connections may be reused only upon approval by the District inspector. It shall be the responsibility of the contractor to determine the point of disconnection on the public sanitary sewer. The contractor shall televise and electronically locate the building sanitary service to the connection point to public sanitary sewer.

Prior to the issuance of sanitary disconnection permit, the contractor shall submit to the District a copy of the VHS video tape of the building sanitary service televising and a corresponding written report for District review and approval. The written report shall note all observations and shall indicate the location of the building sanitary service connection point on the public sanitary sewer, measured from the nearest District manhole. The televising shall comply with the District Specification for Building Sanitary Service

## Village of Downers Grove

Televising. The intent of the televising and locating is to determine that the building sanitary service is not shared with any other building and to locate the connection point to the public sanitary sewer.

### 25. Machine Taps

- Whenever there is not a tee or wye for a service connection, a machine tap shall be made. The connection shall be made with a Geneco Static Sewer Saddle (Model S) or approved equal.

### 26. Septic System Conversion

- When an existing building is to be connected to the District sanitary sewer system (septic system conversion), the new building sanitary service pipe must extend all the way to the existing building foundation; i.e., no existing service pipe may remain in service.

### 27. Special Conditions

- Special conditions may be required as a condition of the Sewer Permit. The contractor is advised to check such conditions on the Sewer Permit and the set of plans approved by the District before starting the work. All sewers must be installed in accordance with the Standard Specifications for Sanitary Sewer Construction of the Downers Grove Sanitary District.

### 28. Lateral Lining

- The District restricts the use of lateral liners for all building sanitary service sewer construction or rehabilitation. The decision to allow the use of lateral liners will be made by the District. Request to use a lateral liner shall be done in writing and shall be made at the time of permit application. The District will evaluate each situation and determine if a lateral liner is appropriate. If the District approves a location for the use of a liner, the liner construction must meet all District requirements for sewer construction. The District also reserves the right to specify approved liner manufacturers, installers and products.

## B. MAIN SEWER EXTENSIONS

1. All extensions must be constructed in accordance with plans approved by the District.
2. No work may be started unless the contractor is bonded with the District.
3. No work may be started until the Illinois EPA permit and all village or county permits are obtained.
4. All sewers must pass an air test and a lamping inspection. All PVC sewers must pass a deflection test. Refer to the plans or to Downers Grove Sanitary District Specification for details.

## Village of Downers Grove

5. All public sanitary sewers shall be laid with straight alignment and uniform slope between manholes. The alignment shall be checked by lamping in accordance with District construction inspection procedures. Contractors are required to use a pipe laser to set pipe slope and alignment for public sanitary sewer main construction.
6. All manholes must pass a vacuum pressure test. Refer to Downers Grove Sanitary District Specification for details.
7. The constructed sewers must be televised under simulated flow conditions. District personnel must be present during televising. No sags greater than 25% of the pipe diameter will be accepted. All unacceptable sags must be replaced in a manner acceptable to the District.
8. Maximum trench widths measured at a point 12" above the top of the pipe are as follows:

<u>Trench Excavations</u>	
<u>Pipe Size</u>	<u>Trench Width</u>
6"	2'0"
8"	2'6"
10"	2'5"
12"	2'9"
15"	3'0"
18"	3'0"
21"	3'6"
24"	3'9"

**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:**

Martam Construction, Inc.  
Company Name

July 15, 11  
Date

1200 Gasket Dr.  
Street Address of Company

jerry@martam.com  
E-mail Address

Elgin, IL 60120  
City, State, Zip

Jerry Kutrowitz  
Contact Name (Print)

847-608-6800  
Business Phone

847-980-8552  
24-Hour Telephone

847-608-6804  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

James Kutrowitz, Pres  
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 within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

**BIDDER:**

Martam Construction, Inc.  
Company Name

July 15, 11  
Date

1200 Gessert Dr.  
Street Address of Company

jerry@martam.com  
Email Address

Elgin, IL 60120  
City, State, Zip

Jerry Ketravate  
Contact Name (Print)

847-608-6800  
Business Phone

847-980-8552  
24-Hour Telephone

847-608-6804  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

James Ketravate, Pres.  
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 within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

## SCHEDULE OF PRICES – REVISED WITH ADDENDUM #1:

### Base Bid

#### Demolition & Debris Removal

#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
67100100	MOBILIZATION	LSUM	1	8,500.00	8,500.00
SP-2	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1	5,000.00	5,000.00
SP-3	PRECONSTRUCTION VIDEOTAPING	LSUM	1	750.00	750.00
SP-5	TREE PROTECTION	FOOT	1,450	2.00	2,900.00
SP-6	TREE ROOT PRUNING	FOOT	450	3.00	1,350.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	25	125.00	3,125.00
SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1	15,000.00	15,000.00
44000300	CURB AND GUTTER REMOVAL	FOOT	100	10.00	1,000.00
SP-10	HMA DRIVEWAY REMOVAL AND REPLACEMENT (3")	SQ YD	750	39.00	29,250.00
SP-11	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACE	SQ FT	500	6.00	3,000.00
4400D161	HMA SURFACE REMOVAL, 3"	SQ YD	1,550	7.25	11,237.50
44000100	FULL DEPTH PAVEMENT REMOVAL	SQ YD	1,600	15.00	24,000.00

Subtotal 103,612.50

#### Drainage Improvements

#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
SP-12	CONSTRUCT 9 MH, TYPE A, OVER EXISTING SEWER W/ TYPE 1 FRAME, OL	EACH	1	4,000.00	4,000.00
SP-13	SANITARY SERVICE RECONNECTION	EACH	15	250.00	3,750.00
SP-14	STORM SEWER, RCP, CL IV, 12"	FOOT	750	40.00	30,000.00
SP-14	STORM SEWER, RCP, CL IV, 15"	FOOT	510	50.00	25,500.00
SP-14	STORM SEWER, PVC, C900, 12"	FOOT	30	69.00	2,070.00
SP-14	STORM SEWER, PVC, C900, 15"	FOOT	40	74.00	2,960.00
SP-15	TRENCH BACKFILL	CU YD	620	33.00	20,460.00
SP-23	EXPLORATION TRENCH (6" MINIMUM PER LOCATION)	FOOT/60-INCH DEPTH	300	15.00	4,500.00
60218400	MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OL	EACH	1	2,500.00	2,500.00
60218400	CATCH BASIN, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CL	EACH	7	2,800.00	19,600.00
60218400	CATCH BASIN, TYPE A, 4'-DIAMETER, R-3506-A2 F&G	EACH	2	3,300.00	6,600.00
60240301	CATCH BASIN/INLET, TYPE B, TYPE 8 GRATE	EACH	3	1,500.00	4,500.00
60236200	INLETS, TYPE A, R-3506-B F&G	EACH	15	1,250.00	18,750.00
SP-16	ADJUSTING DIP WATERMAIN, 6", CL52	FOOT	60	40.00	2,400.00
SP-17	ADJUSTING WATER SERVICE LINES	EACH	15	150.00	2,250.00
SP-22	ADJUSTING SANITARY SERVICE LINES	EACH	15	150.00	2,250.00
SP-25	RELOCATE FIRE HYDRANT	EACH	1	2,500.00	2,500.00

Subtotal 155,330.00

#### Pavement and Parkway Restoration Improvements

#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
40600100	BITUMINOUS MATERIALS, PRIME COAT	GAL.	750	3.00	2,250.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	530	95.00	50,350.00
40603310	HOT MIX ASPHALT BINDER COURSE, N50	TON	750	93.00	69,750.00
SP-18	TEMPORARY SURFACE OVER TRENCH	SQ YD	920	5.00	4,600.00
SP-19	PARKWAY RESTORATION, SALT TOLERANT SOD, SPECIAL	SQ YD	700	10.00	7,000.00
SP-24	CONCRETE GUTTER	FOOT	2,100	20.00	42,000.00
SP-20	DETECTABLE WARNINGS	SQ FT	48	25.00	1,200.00
SP-26	POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL	CU YD	40	55.00	2,200.00

Subtotal 179,350.00

**Total Base Bid 438,292.50**

Village of Downers Grove

**SCHEDULE OF PRICES:**

<b>Base Bid</b>					
<b>Demolition &amp; Debris Removal</b>					
#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
67100100	MOBILIZATION	LSUM	1		
SP-2	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1		
SP-3	PRECONSTRUCTION VIDEOTAPING	LSUM	1		
SP-5	TREE PROTECTION	FOOT	1,500		
SP-6	TREE ROOT PRUNING	FOOT	500		
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	25		
SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1		
44000300	CURB AND GUTTER REMOVAL	FOOT	100		
SP-10	HMA DRIVEWAY REMOVAL AND REPLACEMENT (3")	SQ YD	800		
SP-11	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACE	SQ FT	100		
44000161	HMA SURFACE REMOVAL, 3"	SQ YD	1,750		
44000100	FULL DEPTH PAVEMENT REMOVAL	SQ YD	950		
					<b>Subtotal</b>
<b>Drainage Improvements</b>					
#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
SP-12	CONSTRUCT 6' MH, TYPE A, OVER EXISTING SEWER W/ TYPE 1 FRAME, OL	EACH	1		
SP-13	SANITARY SERVICE RECONNECTION	EACH	15		
SP-14	STORM SEWER, RCP, CL IV, 12"	FOOT	750		
SP-14	STORM SEWER, RCP, CL IV, 15"	FOOT	510		
SP-14	STORM SEWER, PVC, C900, 12"	FOOT	25		
SP-14	STORM SEWER, PVC, C900, 15"	FOOT	35		
SP-15	TRENCH BACKFILL	CU YD			
SP-23	EXPLORATION TRENCH	FOOT/60-INCH DEPTH	300		
60218400	MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OL	EACH	1		
60218400	CATCH BASIN, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OL	EACH	7		
60218400	CATCH BASIN, TYPE A, 4'-DIAMETER, R-3506-A2 F&G	EACH	2		
60240301	CATCH BASIN/INLET, TYPE B, TYPE 8 GRATE	EACH	3		
60236200	INLETS, TYPE A, R-3506-B F&G	EACH	15		
SP-16	ADJUSTING DIP WATERMAIN, 6", CL52	FOOT	80		
SP-17	ADJUSTING WATER SERVICE LINES	EACH	15		
SP-22	ADJUSTING SANITARY SERVICE LINES	EACH	15		
SP-25	RELOCATE FIRE HYDRANT	EACH	1		
					<b>Subtotal</b>
<b>Pavement and Parkway Restoration Improvements</b>					
#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
40600100	BITUMINOUS MATERIALS, PRIME COAT	GAL.	900		
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	530		
40603310	HOT MIX ASPHALT BINDER COURSE, N50	TON	850		
SP-18	TEMPORARY SURFACE OVER TRENCH	SQ YD	950		
SP-19	PARKWAY RESTORATION, SALT TOLERANT SOD, SPECIAL	SQ YD	700		
SP-24	CONCRETE GUTTER	FOOT	2,070		
SP-20	DETECTABLE WARNINGS	SQ FT	48		
SP-26	POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL	CU YD	40		
					<b>Subtotal</b>
					<b>Total Base Bid</b>

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

With regard to Dev's St. Starun, bidder Martain Construction  
(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 is in full compliance with 775 ILCS §12-105(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 four (4) 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 B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, Contractor and Subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a Contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the Contract or Work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

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

BY: [Signature]  
Bidder's Authorized Agent

36-2799904

FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Subscribed and sworn to before me  
this 15<sup>th</sup> day of July, 2011.

[Signature]  
Notary Public

(Fill Out Applicable Paragraph Below)



**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Morton Construction, Inc., and the full names of its Officers are as follows:

President: Tomas Kutrovetz

Secretary: Jerry Kutrovetz

Treasurer: Cindy Holland

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 the Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

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

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

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

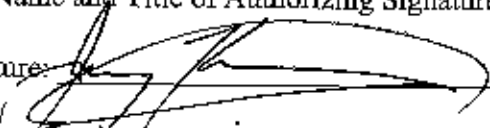
**(c) Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the Contract? Yes

INSURER'S NAME: Continental Casualty  
AGENT: Arthur Gallagher  
Street Address: 6 Pierce Place  
City, State, Zip Code: Itasca, IL  
Telephone Number: \_\_\_\_\_

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: Mertan Construction, Inc.  
Print Name and Title of Authorizing Signature: Jerry Kutzvelts, Secretary  
Signature:   
Date: July 15, 11

Martam Construction, Inc.  
Drainage Reference List  
Reference List

- 1) DuPage County: Wood Dale Itasca Reservoir-\$3,200,000 ~~invalid #~~ WR  
Chris Vonnahome-(630)682-6712
- 2) Village of Algonquin: Ratt Creek Improvements-\$300,000 ~~invalid #~~ WR  
Robert Mitchard-(847)344-8369
- 3) City of Elgin: Tyler Creek-\$325,000 ~~invalid #~~ WR  
Joe Evers-(847)931-5967
- 4) City of Elgin: Kimball Street Riverwalk-\$950,000 WR ext 107  
Mark Underwood: Hitchcock Design-(630)961-1787
- 5) Village of Mt. Prospect: Weller Creek-\$950,000 WR  
Glen Andler-(847)456-1446

Mark  
on Clouds

→

**MUNICIPAL REFERENCE LIST**

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

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

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

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

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

**SUBCONTRACTORS LIST**

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) \_\_\_\_\_ Type of Work \_\_\_\_\_

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

2) \_\_\_\_\_ Type of Work \_\_\_\_\_

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

3) \_\_\_\_\_ Type of Work \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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



**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: Martan Construction, Inc.  
ADDRESS: 1200 Gosport Dr.  
CITY: Elgin  
STATE: IL  
ZIP: 60120  
PHONE: 847-608-6800 FAX: 847-608-6804  
TAX ID #(TIN): 36-2779904

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

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

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

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

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

SIGNATURE: [Signature] DATE: July 15, '11

Village of Downers Grove

**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: Martem Construction, Inc.

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

Utilities - G.C.

Concrete - G.C.

Asphalt - Sub

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: Jerry Kutravetz, Secretary

Signature: 

Date: July 15, 77

**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 \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Certificate of Non-Compliance**

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

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$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 proposal 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: Martam Construction, Inc.

Address: 1700 Gasket Dr.

City: Elgin, Zip Code: 60120

Telephone: (847) 608-6800 Fax Number: (847) 608-6804

E-mail Address: jerry@martam.com

Authorized Company Signature: 

Print Signature Name: Jerry Kustanetz Title of Official: Secretary

Date: July 15, 11

Village of Downers Grove

**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.

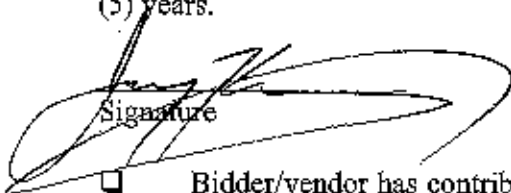
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

*Jerry Kutrowicz*  
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**  
**DEPARTMENT OF PUBLIC WORKS**

**ADDENDUM NO. 1**

**FOR**

**DAVIS STREET STORM SEWER IMPROVEMENTS**

**SW-066-11**

**July 12, 2011**

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

**DAVIS STREET STORM SEWER IMPROVEMENTS**

**SW-066-11    ADDENDUM NO. 1    July 12, 2011**  
**ADDENDUM PAGE/SHEET TOTAL INCLUDING ATTACHMENTS: 4**  
**Attached are: a revised schedule of prices and plan sheet 14**

**ITEM AND DESCRIPTION:**

1. 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**.
2. The "Schedule of Prices" in the advertised Call for Bid document and the summary of quantities on sheet 3 of the plans shall be replaced with the revised, attached "Schedule of Prices." Failure to submit the correct, attached "Schedule of Prices" will result in a **REJECTED** bid. Also, make sure your numbers are checked and verified.
3. A minimum of **five feet (5')** will be paid for the item **EXPLORATION TRENCH** at each utility check location.
4. The notes on plan sheet 9 are applicable to plan sheet 10.
5. Reminder that the advertised Call for Bid document includes a special provision for the IEPA's Clean Construction or Demolition Debris requirements. Please see Special Provision 21 (SP-21) in the Call for Bid document.
6. Sheet 14 of the advertised plan set is not fully displayed. Please see attached plan sheet 14.

**End of Addendum No. 1**  
**July 12, 2011**

VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: DAVIS STREET STORM SEWER IMPROVEMENTS

PROPOSAL/BID NUMBER: SW-066-11

PROPOSAL/BID OPENING: JULY 15, 2011

ADDENDUM NO.: 1

PROPOSER/BIDDER: Martam Construction, Inc.

ADDRESS: 1200 Gasket Dr., Elgin, IL 60120

RECEIVED BY: Jerry Katrovitz  
(NAME)

[Handwritten Signature]  
(SIGNATURE)

DATE: 7-12-11

# CNA SURETY

## Bid Bond

Bond No. Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Martam Construction, Inc.  
1200 Gasket Drive  
Elgin, IL 60120

**SURETY:** Continental Casualty Company; Illinois Corporation

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

333 S. Wabash Avenue  
41st Floor  
Chicago, IL 60604

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.

**OWNER:**

*(Name, legal status and address)*

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

**BOND AMOUNT:** 5%                      Five Percent of Amount Bid

**PROJECT:**

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

Davis Street Storm Sewer

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

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

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

Signed and sealed this 15th day of July, 2011

x Houston Seibel  
*(Witness)*

Jodie Sellers  
*(Witness)* Jodie Sellers



Martam Construction, Inc.  
*(Principal)* [Signature] *(Seal)*

By: [Signature]  
*(Title)* Corporate Secretary  
Continental Casualty Company

*(Surety)* [Signature] *(Seal)*  
By: William T. Krumm  
*(Title)* William T. Krumm Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William T. Krumm, Individually

of Itasca, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: Bid Bond
Principal: Martam Construction, Inc.
Obligee: Village of Downers Grove

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 20th day of January, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Signature of Stathy Darcy, Senior Vice President

State of Illinois, County of Cook, ss:

On this 20th day of January, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Signature of Eliza Price, Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 15th day of July, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Signature of Mary A. Ribikawskis, Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."

State of IL

County of Dupage

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Joan B. Ward Notary Public of Dupage County, in the State of IL,

do hereby certify that William T. Krumm Attorney-in-Fact, of the Continental Casualty

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

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

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

Continental Casualty Company for the uses and purposes therein set forth.

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

said County, this 15th day of July, 2011.



A handwritten signature in cursive script, appearing to read "Joan B. Ward".

Notary Public

Joan B. Ward

My Commission expires: October 29, 2013

**CNA Surety**

**333 E. Butterfield Road, Suite 810, Lombard, IL 60148**

July 15, 2011

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

Re Martam Construction, Inc.

To Whom It May Concern:

*It is our understanding that Martam Construction, Inc. is in the process of being prequalified for projects at your facilities.*

*Martam Construction, Inc. has been a valued client of CNA Surety. During this time, we have provided surety capacity for individual jobs in the \$ 8,000,000 range with an aggregate work program in the \$40,000,000 range.*

*This letter is not to be construed as an agreement to provide surety bonds for any particular project. Any arrangement for bonds is a matter between Martam Construction, Inc. and the surety and we assume no liability to you or your third parties, if for any reason we do not execute any bonds.*

*Continental Casualty Company is part of the CNA Surety Group of companies, which has a combined group rating of A XV according to the A.M. Best and is licensed to transact business in all of the United States.*

Sincerely,

Continental Casualty Company



William T. Krumm  
Attorney-in-Fact

**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:**

Martam Construction, Inc.  
Company Name

July 15, 11  
Date

1200 Gasket Dr.  
Street Address of Company

jerry@martam.com  
E-mail Address

Elgin, IL 60120  
City, State, Zip

Jerry Kutrovetz  
Contact Name (Print)

847-608-6800  
Business Phone

847-980-8552  
24-Hour Telephone

847-608-6804  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

James Kutrovetz, Pres  
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 within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

**BIDDER:**

Mortam Construction, Inc.  
Company Name

July 15, 11  
Date

1200 Gasket Dr.  
Street Address of Company

jerry@mortam.com  
E-mail Address

Elgin, IL 60120  
City, State, Zip

Jerry Kutrowitz  
Contact Name (Print)

847-608-6800  
Business Phone

847-980-8552  
24-Hour Telephone

847-608-6804  
Business Fax

  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation  
  
Signature of Corporation Secretary

James Kutrowitz, Pres.  
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed 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.

**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

Jerry Kutrowicz  
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

# 2011-2015 Capital Project Sheet

Project # **SW-066**

## Project Description Davis St. Storm Sewer

### Project summary, justification and alignment to Strategic Plan

This project includes storm sewer improvements on Sterling Rd (between Grant St and Davis St) and Davis St (between Sterling Rd and Douglas Rd). Additional lines will be extended into private properties between Davis St and Sherman St through the cost share program. This project will reduce significant private property flooding and alleviate flooding/icing within the right-of-way.

Cost Summary		New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
					Professional Services				20,000		
Land Acquisition											-
Infrastructure		X			350,000						350,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous											-
<b>TOTAL COST</b>					370,000	-	-	-	-	-	370,000

Funding Source(s)		FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
243-Stormwater Fund	▼	370,000						370,000
	▼							-
	▼							-
	▼							-
<b>TOTAL FUNDING SOURCES</b>		370,000	-	-	-	-	-	370,000

### Project status and completed work

It is anticipated that this project will be designed and constructed in 2011.

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

None.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Construction of new storm sewer will initially reduce maintenance expenses by eliminating the need for barricades and emergency pumping. Impact to the operating budget after FY2015 will increase as the new storm sewer ages and is in need of cleaning and repair.

### Map/Pictures of Project



### Internal staff information:

Priority Score Med

Project Manager:

Andy Sikich

Program: 347

Department:

Public Works