

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JULY 19, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
BID: SW-035 Watershed Improvements-2 nd and Cumnor	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A resolution has been prepared to award a contract for the SW-035 Watershed Improvements – 2nd and Cumnor project, to J.S. Riemer, Inc. of Elgin, Illinois in the amount of \$1,055,141.50.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 include Top Quality Infrastructure, and Steward of Financial and Environmental Sustainability.

FISCAL IMPACT

The FY 2011 Budget includes \$1,550,000 in the Stormwater Fund for the construction portion of this project. The material testing and landscaping contract will be bid later this year.

UPDATE & RECOMMENDATION

This item was discussed at the July 12, 2011 Village Council meeting. Staff recommends approval on the July 19, 2011 Consent Agenda.

BACKGROUND

This project was identified as a high priority in the Village’s Watershed Infrastructure Improvement Plan. The completed project will provide much needed stormwater storage for the area, which will alleviate significant structure flooding and reduce the amount of flooding at the intersection of 2nd Street and Cumnor Road.

This project includes the purchase and demolition of five existing homes which were acquired by the Village through voluntary buyouts. A portion of Cumnor Rd will be removed between 2nd Street and 3rd Street for the excavation and creation of a wetland bottom detention basin with native vegetation as well as a pedestrian path that will connect Cumnor Road to 2nd Street.

Eight bids were received on June 22, 2011. The Village’s Construction Manager for this project, V3 Construction, reviewed the provided qualifications for each of the bidders and determined that three of the eight bids did not include the qualifications specified in the Call for Bids. A synopsis of the qualified bids is as follows:

Contractor	Base Bid Amount
COPENHAVER CONSTRUCTION	\$991,046.00
J.S. RIEMER, INC.	\$1,055,141.50
MARTAM CONSTRUCTION, INC.	\$1,181,564.50
ENCAP, INC.	\$1,241,085.70
LAKE COUNTY GRADING CO.	\$1,398,398.00

Staff recommends awarding this contract to J.S. Riemer, Inc. of Elgin, Illinois. Copenhaver Construction is in the process of completing the Washington Park project and staff does not recommend awarding this contract to Copenhaver Construction due to ongoing performance issues with this project. These issues included lack of consistent on-site supervision, inadequate subcontractor coordination, and delays experienced with project completion.

J.S. Riemer provided a list of completed projects of similar size and scope, and has performed satisfactorily for the Village in the past. A Contractor Evaluation for their work on the Prairie Ave. Reconstruction Project, Phase I, is attached.

ATTACHMENTS

Resolution

Capital Project Sheet SW-035

Contract Documents

Contract Signature Pages

Contractor Campaign Disclosure

J.S. Riemer Contractor Evaluation

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND J.S. RIEMER, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Professional Services Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and J.S. Riemer, Inc.(the “Contractor”), for 2nd and Cumnor Watershed Improvements (SW-035), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That this Agreement be granted to J. S. Reimer, Inc., as the next lowest bidder, due to ongoing performance issues with the lowest bidder.

3. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

4. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

5. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

6. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

2011-2015 Capital Project Sheet

Project # **SW-035**

Project Description **Watershed Improvements, St. Joseph S. Br., Sub J**

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves a possible new detention basin, re-grading depressional storage areas, potential voluntary buy-outs, new and replacement storm sewers and catch basins.

Cost Summary	New Maintenance Replacement			FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services				100,000						100,000
Land Acquisition	X			1,350,000						1,350,000
Infrastructure	X	X		1,550,000					13,189,000	14,739,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				3,000,000	-	-	-	-	13,189,000	16,189,000

Funding Source(s)		FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
243-Stormwater Fund	▼	3,000,000					13,189,000	16,189,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		3,000,000	-	-	-	-	13,189,000	16,189,000

Project status and completed work

Design work was re-evaluated in 2010. 2011 work will consist of voluntary buy-out of homes, the closing of Cumnor between 2nd and 3rd, construction of a detention basin, and new storm sewer along 2nd Street. Future work will focus on 6th and Williams.

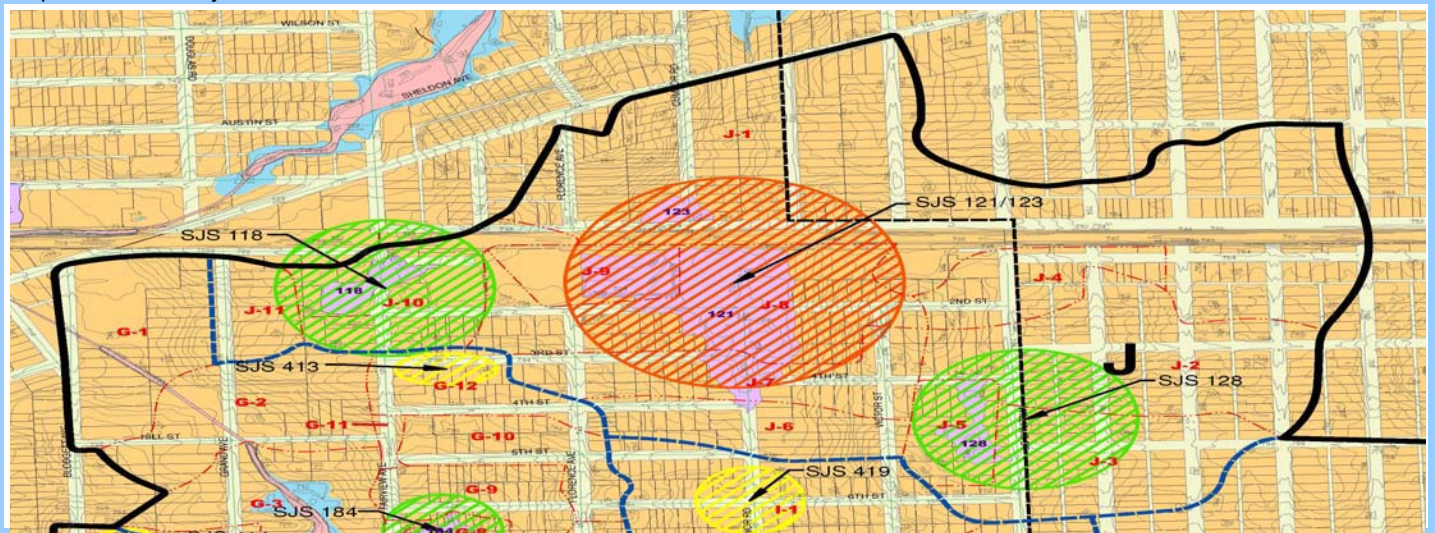
Grants (funded or applied for) related to the project.

None.

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

Annual maintenance expenses will be increased by the addition of this project due to yearly maintenance of plantings, removal of sediment, etc. Estimated annual expenses are \$3,500 /yr.

Map/Pictures of Project



Internal staff information:

Priority Score **High**

Project Manager:

Andy Sikich

Program: **347**

Department:

Public Works



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: J.S. Riemer, Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-035-08
 - B. For: WATERSHED IMPROVEMENTS, ST. JOSEPH SOUTH, SUB J (2ND AND CUMNOR)
 - C. Bid Opening Date/Time: WEDNESDAY, JUNE 22ND, 2011 @ 10:00 AM
 - D. Pre-Bid Conference Date/Time: TUESDAY, JUNE 14TH @ 10:00 AM (REQUIRED)
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: REQUIRED

Legal Advertisement Published: THURSDAY, JUNE 9TH, 2011

This document comprises 89 pages (including Appendices)

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

NATHANIEL HAWK, STAFF ENGINEER
VILLAGE OF DOWNERS GROVE PUBLIC WORKS
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5460
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: SW-035-08

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

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

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

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

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: WEDNESDAY, JUNE 22, 2011 @ 10:00 AM
- 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder’s completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Nathaniel Hawk, in a sealed envelope marked "SEALED BID for WATERSHED IMPROVEMENTS, ST. JOSEPH SOUTH, SUB J (2ND AND CUMNOR)". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with

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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 the Contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.

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

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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 proposal 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.
- 3.2 If the pre-bid conference is optional, those unable to attend may submit question in writing to the

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

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 his Bid and according to the plans and specifications in case the Contract shall be awarded to him.

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

5. **BID MODIFICATION OR WITHDRAWAL**

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature 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 proposals or "No Bid Statement" may otherwise be removed from our 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 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 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

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withdrawal if 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 contract will be returned within fifteen (15) days after the Village Council has awarded the Contract and the required appurtenances to the Contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

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

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

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

13. SECURITY FOR PERFORMANCE

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

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

17. TRADE NAMES AND SUBSTITUTIONS

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

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

- 20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on 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 a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

23. DELIVERIES

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

24. SPECIAL HANDLING

- 24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the

antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

25. NONDISCRIMINATION

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

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

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

25.2 It is unlawful to discriminate on the basis of race, color, 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 Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the 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 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 Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

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

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- 28.1.1 Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 28.1.2 Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
- 28.1.3 Providing a copy of the statement required by subparagraph 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 ILCS1302, 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 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

- 31.1 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 Contract 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

- 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 Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured 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 Agreement 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) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to 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 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 Owner 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

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Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Contract 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.

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 by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

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

36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to

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rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

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

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

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

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

39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation 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 submission, an executed Campaign Disclosure Certificate, attached hereto.

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

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

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

42. GUARANTEE PERIOD

42.1 The Contractor shall 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-contractors.

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 subcontract 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

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if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

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, Fifth Edition, 1996 (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, 2011; 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 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 and (OSHA) 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 his representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

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

- 4.1.1 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.

SP-1 GENERAL SCOPE OF WORK

Description: The Watershed Improvements, St. Joseph South, Sub J (2nd and Cumnor) shall generally consist of the following:

- Building demolition in area of proposed detention basin
- Removal of existing storm sewer, sanitary and water utilities
- Construction of new storm sewer, sanitary and water utilities
- Earth excavation for the construction of a naturalized detention basin
- Minor road reconstruction work
- Restoration of all disturbed areas

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

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

All street openings made prior to November 15th 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 2nd Street and Cumnor Road during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all residents.

SP-3 QUALIFICATIONS OF BIDDER

In order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including excavation and soil preparation for a naturalized (planted with native vegetation) storm water facility. Bidder must submit the following information (if sub-contractors are proposed for either earthwork or underground utility work, similar information must be provided for each entity):

- a. Similar Project Experience
 - i. Bidder must provide detailed information regarding three (3) similar projects performed by the submitting firm within the past five (5) years.
 - ii. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person as well as the Certification of Qualifications form with the Bid.
- b. Proposed Project Team – identify a project manager and full-time onsite construction supervisor (can be the same person), with qualifications. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.

SP-4 CONSTRUCTION STAKING AND RECORD DRAWINGS

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

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

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

The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Owner 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 Owner 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.

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Watermain GPS Code List

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

Stormwater GPS Code List

Field Name	Description	Entry
Lid Type	frame and grate type	solid, open, b-hive, rollback, square, guard, other, none
Structure		inlet, manhole, catch basin, endsection, culvert, bridge, blind tap, other, none
Inverts (no inverts = 0)	# of inverts	
Struct Dept (ft)	structure depth	
Invert_Dep (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_Direc		north, south, east, west, NE, NW, SE, SW, divide
Struct_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, Centr StSide, 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, locates, 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-5 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-6 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.

Dust control watering shall be applied at the excavation site for the detention basin if the engineer deems it necessary to control the amount of dust generated by the 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-7 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** and shall not be paid.

SP-8 TEMPORARY 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 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. Any additional temporary erosion and sedimentation control devices that may be required, but are not shown on the plans are considered **INCIDENTAL** and shall not be paid for separately.

Maintenance, repairs and removal of installed temporary erosion and sedimentation controls shall be performed by the Contractor.

Basis of Payment: Installation of temporary erosion and sedimentation control measures as shown on the plans shall be paid at the contract unit prices. Maintenance of said items, or installation, maintenance and removal of additional items may be required and shall be paid for at the contract unit price per **MONTH** for

TEMPORARY EROSION AND SEDIMENTATION CONTROL MAINTENANCE,

which price shall include all labor, material and equipment necessary for installing, maintaining and removing all temporary erosion and sedimentation control measures, as may be necessary throughout the project.

SP-9 TEMPORARY CULVERT INLET PROTECTION, AGGREGATE

Description: This item shall include constructing, maintaining and removing of temporary aggregate culvert inlet protection, including perforated riser pipe in accordance with the construction details and as shown on the plans.

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

TEMPORARY CULVERT INLET PROTECTION, AGGREGATE

Unit prices shall include all labor, material, equipment and all incidental work herein specified.

SP-10 TREE PROTECTION FENCE

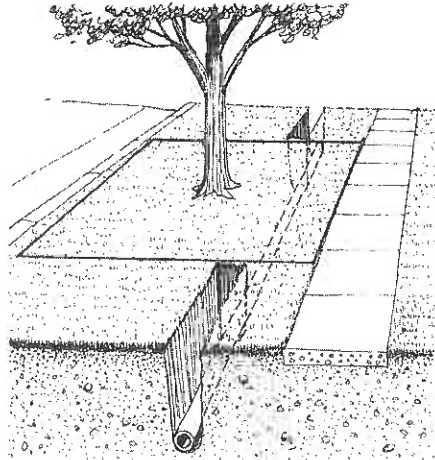
Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall 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.

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

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

maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

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

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

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

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

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

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

TREE PROTECTION FENCE,

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

SP-11 TREE ROOT PRUNING

Description: All trees, public or private, affected by new sidewalk installation within its root protection zone, shall be root pruned prior to any excavation taking place. Root pruning shall be performed in accordance with the Tree Protection Zone detail of the Plans, and shall be done only to the depth of the excavation necessary for installing the new pavement, curb or sidewalk. Root pruning shall start and proceed uninterrupted for the

length of travel through the root protection zone. Root pruning shall be made no more than 10 inches from the tree-side edge of the proposed pavement, curb or sidewalk.

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

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

TREE ROOT PRUNING,

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

SP-12 STORM SEWER REMOVAL

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

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

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

Trenches located within 2 feet of existing or proposed pavement or sidewalk shall be backfilled in accordance with Section 20-2.21 of the SSRBC.

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

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

STORM SEWER REMOVAL (SIZE SPECIFIED),

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

SP-13 WATER MAIN REMOVAL

Description: After final inspection of the new main, and upon notice from the Engineer, the Contractor shall remove the existing water main system that has been replaced by the work performed in this contract.

Excavation of trenches shall be performed according to the applicable requirements of Article 550.04 of the SSRBC. The location and manner of storage of salvaged material shall be as directed by the Engineer.

Trenches located within 2 feet of existing or proposed pavement or sidewalk shall be backfilled in accordance with Section 20-2.21 of the SSRBC.

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

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

WATER MAIN REMOVAL (SIZE SPECIFIED),

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

SP-14 DRAINAGE STRUCTURE TO BE REMOVED

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

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

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

DRAINAGE STRUCTURES TO BE REMOVED,

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

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

SP-15 SANITARY SEWER REMOVAL

Description. This work shall consist of the removal of sanitary sewers.

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

Trenches located within 2 feet of existing or proposed pavement or sidewalk shall be backfilled in accordance with Section 20-2.21 of the SSRBC.

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

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

SANITARY SEWER REMOVAL (SIZE SPECIFIED),

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

Bypass pumping and all equipment required to bypass flow around sanitary sewer sections being replaced shall be **INCIDENTAL** to the contract.

SP-16 SANITARY STRUCTURE TO BE REMOVED

Description: This work shall consist of removing and disposing of existing sanitary manholes in accordance with Section 605 of the SSRBC and as specified herein.

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

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

SANITARY STRUCTURES TO BE REMOVED

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

Bypass pumping and all equipment required to bypass flow around sanitary sewer sections being replaced shall be **INCIDENTAL** to the contract.

SP-17 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 Standard Specifications and MUTCD shall be met.

Road closure of 2nd Street shall be limited to a maximum of 21 calendar days for construction of improvements. Should any additional days of road closure be needed, express written permission of the Engineer will be required in advance of the initial closure.

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

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-18 TEMPORARY CONSTRUCTION FENCE

Description. This work consists of furnishing, installing, maintaining and removing temporary fence at the locations shown in the plans and as directed by the Engineer.

Materials. The fence shall have a minimum 6' height and shall be chain link fence.

Construction Requirements. Fence stakes shall be 8' minimum length metal stakes and in accordance with Article 1006.27(b) of the SSRBC or painted metal posts.

The fence shall be staked at maximum 10-foot intervals. All fence located outside of property limits in temporary construction easements shall be moved to the property limits following building demolition and temporary easement restoration. The fence shall be removed by the Contractor upon completion of the contract.

Basis of Payment. This work will be paid for at the contract unit price per **FOOT**, measured in place for

TEMPORARY CONSTRUCTION FENCE,

which price shall include all work, materials and equipment necessary.

SP-19 BUILDING AND SITE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of buildings.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.
4. Salvaging items for reuse by Owner.

1.3 DEFINITIONS

- A. Demolish: Completely remove and legally dispose of off-site.
- B. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.
- C. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to the Village. Include: fasteners or brackets needed for reattachment elsewhere.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest of value to the Village that may be uncovered during demolition remain the property of the Village.
 1. Carefully salvage in a manner to prevent damage and promptly return to the Village.

1.5 SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.
 - 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain.
- C. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping of utility services.
- D. Building Demolition Plans: Drawings indicating the following:
 - 1. Locations of temporary protection.
- E. Inventory: Submit a list of items to be removed and salvaged and deliver to the Village prior to start of demolition.
- F. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by building demolition operations.
- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- H. Certifications and paperwork associated with legal remediation and disposal of all asbestos material in accordance with all federal, state and local regulations.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

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- D. Predemolition Conference: Review methods and procedures related to building demolition including, but not limited to, the following:
1. Inspect and discuss condition of construction to be demolished
 2. Review structural load limitations of existing structures.
 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipments, and facilities needed to make progress and avoid delays.
 4. Review and finalize protection requirements.
 5. Review procedures for protection of adjacent buildings
 6. Review items to be salvaged and returned to the Village

1.7 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
1. Provide not less than 72 hours notice of activities that will affect operations of adjacent occupied buildings.
 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. The Village assumes no responsibility for buildings and structures to be demolished.
1. Conditions existing at time of bidding will be maintained by the Village as far as practical. Please refer to environmental reports for buildings.
- D. Hazardous Materials: Please refer to attached reports (NESHAP Asbestos Report) for hazardous materials. Contractor will be responsible for removal of hazardous materials.
- E. On-site storage or sale of removed items or materials is not permitted.

1.8 COORDINATION

- A. Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings.

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soils: Please refer to geotechnical report for soils information.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 3. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
 - 4. Disconnect existing water services located on 2nd St at the watermain. Disconnecting existing water services located on Cumnor Rd at the B-Box. Disconnect existing sanitary services at the sanitary main.
- C. Existing Utilities: Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing. Commonwealth Edison, Nicor and Comcast services have been disconnected. Contractor is responsible for disconnecting all utilities.
- D. Salvaged items: Comply with the following:
 - 1. Clean salvaged items of dirt and demolition debris.
 - 2. Store items in a secure area until delivery to the Village.

3.3 PROTECTION

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- A. Existing Facilities: Protect adjacent walkways, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by the Village and authorities having jurisdiction.
 - 2. Provide temporary services during interruptions to existing utilities, as acceptable to the Village and authorities having jurisdiction.
 - a. Provide at least 72 hours notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 - 5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 - 6. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of group of trees to remain.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated existing buildings and site improvements completely. This includes shutting off water, gas, power and all other utilities. The utility services shall be turned off and removed at locations directed by the Village. All buildings shall be demolished including houses, sheds, garages, etc. All foundations and subsurface structures shall also be completely removed. All accessory items including stoops, swing sets, planters, timbers, driveways, etc. shall also be completely removed. All public improvements including sidewalks, roads, utilities, etc.

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shall also be completely removed as indicated on the engineering plans. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from the Village and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- D. Explosives: Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the new lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- D. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

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1. Piping: Disconnect piping at unions, flanges, valves, or fittings or location directed by Village.
2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

3.6 SITE RESTORATION

- A. Below-Grade Areas: Rough grade below-grade areas ready for further earthwork. All fill required to bring below-grade areas back to required grade shall meet the requirements of the geotechnical engineer.
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. It is demolition contractor's responsibility to coordinate with earthwork contractor for smooth transition between demolition work and earthwork.

3.7 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction. Please refer to environmental reports for buildings. See NESHAP Asbestos Report.
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Remove demolition waste of one home previously demolished by open burning per all federal, state and local regulations.
- C. Do not burn demolished materials.

3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

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

BUILDING AND SITE DEMOLITION

which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

SP-20 STABILIZED CONSTRUCTION ENTRANCE

Description: This work shall consist of furnishing, installation, maintenance and removal of stabilized pad of aggregate underlain with filter fabric as shown on the plans or directed by the Engineer.

Materials: Materials shall conform to the following:

Aggregate size. CA-1 in accordance with the requirements of Section 1004 of the SSRBC

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

Construction Requirements: The course aggregate shall be a thickness of 8 inches or more. The stone entrance should not be filled until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than 3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space caused by bridging of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

The minimum width and length shall be 14 and 70 feet, respectively.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the Stabilized Construction Entrance.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-ways must be removed immediately. Contractor shall maintain the stabilized construction entrance throughout construction and remove all materials as necessary when it is deemed to no longer be required.

This shall include the removal and replacement of the existing curb and gutter and sidewalk damaged during construction.

Method of Measurement: This work will be measured for payment in square yards.

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

STABILIZED CONSTRUCTION ENTRANCE

which prices shall be payment in full for all services, materials, labor and other items required to

complete the work.

SP-21 EARTH EXCAVATION

Description: This work shall consist of the excavation, transportation and disposal of excavated material in accordance with Section 202 of the SSRBC and as specified herein.

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

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

EARTH EXCAVATION,

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

SP-22 TOPSOIL FURNISH AND PLACE, 12”

Description: This work shall consist of the furnishing and placement of topsoil in accordance with the applicable parts of Sec. 211 of the SSRBC, except as amended herein.

Soils shall not be handled wet during any construction work.

Over excavation for topsoil shall be conducted in all areas that require a minimum 1-foot thick suitable topsoil layer following excavation to proposed grade. In native planting and seeding areas, all existing soil from 1-foot below final grade and up shall be excavated and hauled off. This excavated material can not be used onsite for topsoil material. All topsoil material must be imported from a suitable source offsite.

Prior to topsoil placement the surface at the subgrade elevation shall be thoroughly disked to reduce compaction, using a small, farm type disk (not a large construction type disk) to a minimum depth of six (6) inches.

The Village and/or Engineer shall approve all topsoil materials prior to placement on site. The Contractor shall show the Village and/or Engineer potential topsoil at the source location. Topsoil material is required from an offsite location and shall contain an organic matter content of 3% or more and a clay content of 27% or less.

Wheeled vehicles (scrapers, endloaders, skid steers, ect.) shall not be used for topdressing work and are not allowed in the natural areas after subgrade has been achieved, as they result in severe surface compaction. Only low ground pressure wide-track equipment (quadtrac tractor and pull-type scraper assembly wide, track dozer, back-hoe, and tracked bobcats) shall haul, move and spread topsoil material in the native planting and seeding areas. The construction contractor is responsible to create a surface that has minimal compaction. It is critical to restoration success that compaction of the surface is avoided.

The Contractor is required to establish a smooth and level surface in the remedial area with clods no greater than 2-inches in diameter and a surface that has minimal compaction. The Contractor shall inspect the surface conductions following topsoil placement to determine if they are acceptable. The Contractor is responsible to rectify any unacceptable soil conditions and may be required to regrade and/or disk to achieve acceptance.

No wheeled traffic shall occur in the naturalized area following topsoil placement, except for a farm type tractor to conduct disking and seeding preparation.

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

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

TOPSOIL FURNISH AND PLACE, 12"

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

SP-23 LOAFING STRUCTURE

Description: This work shall consist of the storage and placement of a loafing structure in the native detention basin.

The Contractor shall keep a loafing structure composed of a tree branch selected by the Engineer from the onsite trees to be removed. The Contractor shall place the loafing structure as directed by the Engineer.

Basis of Payment: No additional compensation will be allowed to the Contractor. This item is **INCIDENTAL** to the contract.

SP-24 SOD, SALT TOLERANT, SPECIAL

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

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 of all non-pavement areas disturbed by the project 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 Standard Specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications.

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

For that period prior to full parkway restoration, the Contractor shall backfill and grade all disturbed areas so

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as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

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

SOD, SALT TOLERANT, SPECIAL,

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

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

SP-25 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, CA-6 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, CA-6 should be used when under or within 2' of paved areas or structures, and shall extend from 1' above the pipe to at least 9" below the street surface.

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

All backfilling shall be done in accordance with Section 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, CA-6** shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. Spoil material may be used as backfill in turf areas. In turf areas, **TRENCH BACKFILL, CA-11** shall be used to a height of one (1) foot above the top of the storm sewer pipe, and the balance of the backfill may be approved excavated material.

Payment shall be made only for the placement of TRENCH BACKFILL, CA-11 as Haunching and Initial Backfill, as defined in the Water and Sewer Specs. Granular bedding shall be considered incidental to the contract price.

Payment shall be made only for the placement of TRENCH BACKFILL, CA-6 as Final Backfill. 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-26 STORM SEWERS

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

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

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

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

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

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

The following specific items shall be considered incidental to storm sewer pipe construction and their costs

shall be merged into the contract unit price per **FOOT** of the storm sewer pipe.

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

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

STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED),

which price shall include all labor, material, and equipment and incidental work herein specified, except **TRENCH BACKFILL** as detailed in these contract specifications, which will be paid for separately.

SP-27 CONSTRUCT MANHOLE OVER EXISTING SEWER

Description: This work shall consist of constructing catch basins, and manholes with frames and grates or lids 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 96" MANHOLE OVER EXISTING SEWER

which shall include all excavation, the required frames and grates, sand/aggregate base, flat slab tops, backfilling, and all labor, material, and equipment necessary to complete work.

SP-28 MANHOLE TYPE A, T1F, CL, 8' DIA. (CONFLICT MANHOLE)

Description: This work shall consist of constructing flow-through manholes, together with frames and lids in accordance with Section 602 of the SSRBC, the conflict manhole detail on the Drawings and as specified herein.

Construction Requirements: Drainage structures shall be precast reinforced concrete in accordance with Article 602.07 of the SSRBC. Flow-through manhole shall be provided with rubber gasketed couplings for all pipes to ensure a watertight seal between the pipe and manhole. The rubber gasketed couplings shall conform to ASTM Specification C-923. The section of sanitary sewer to pass through the manhole is to be PVC SDR 26 encased in ductile iron or steel casing. Connections to existing sanitary

pipes shall be made with mission couplings. Manholes shall be provided with epoxy coated cast iron steps on 16" centers from frame to invert.

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

MANHOLE TYPE A, T1F, CL, 8' DIA. (CONFLICT MANHOLE)

Unit prices shall include all pipe (including casing), couplings, frame and lids, backfilling, sand cushion, flat slab tops, bypass pumping and all labor, material, and equipment necessary to complete work.

SP-29 PLUG EXISTING STORM SEWER

Description. This work shall consist of plugging existing storm sewer where it is shown on the plans using brick and mortar to completely block storm sewer.

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

PLUG EXISTING STORM SEWER

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

SP-30 STORMCEPTOR (TYPE SPECIFIED)

Description: This work shall consist of all labor, material and equipment required to provide and install a hydrodynamic separator at locations shown on the plans or as directed by the Engineer. The hydrodynamic separator shall be manufactured by STORMCEPTOR. The separator shall be installed per manufacturer recommendations and as detailed in the plans. The contractor is required to submit shop drawing(s) for review prior to ordering the unit.

After completion of hydrodynamic separator installations, the Contractor shall provide instruction to Village Staff for proper operation and maintenance of the structures. Contractor shall provide Village Staff all instruction documents, manuals and parts lists for installed hydrodynamic separators.

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

**STORMCEPTOR STC 900
STORMCEPTOR STC 2400**

which prices shall be payment in full for all labor, material and equipment necessary for excavation, spoil removal and disposal, installing, bedding, backfilling, connection of sewers, Village Staff instruction, instruction documents and parts lists and all incidental work herein specified.

SP-31 SANITARY SERVICE RECONNECTION

Description: This work shall consist of the reconnection of existing sanitary services disturbed during the installation of the proposed work. A service shall be considered whenever the proposed storm sewer passes less than eighteen inches above or any distance below the service.

The existing service pipe shall be cut one and one-half foot beyond the walls of the storm sewer 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. 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-32 SANITARY SEWER

Description: This item shall consist of the construction of Sanitary Sewer. Sanitary sewer shall be constructed of Polyvinyl Chloride (PVC) SDR 26 Pipe of the diameter shown on the Drawings. All PVC sanitary sewer joints shall be gasketed, bell and spigot, push on type conforming to ASTM D3212. Unless otherwise allowed by the Engineer, the Contractor shall place a well compacted, fine aggregate bedding at least four inches below the pipe and extending the entire width of the trench for the length of the pipe.

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 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.

Following backfill, 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 sanitary sewer pipe.

1. Removal from site of all surplus trench excavation.

2. Excavation for and placement of bedding material.
3. Support of trenches, including any necessary bracing or shoring.
4. De-watering of trench or excavation.
5. Coring into existing drainage structures where connections are called for on the plans.

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

SANITARY SEWER (MATERIAL CLASS, SIZE SPECIFIED)

Unit prices shall include all labor, material, and equipment necessary for excavation, bedding, installing, jointing the sewers and all incidental work herein specified. Trench Backfill, Pavement Removal and Replacement shall be paid for separately.

SP-33 CONCRETE SADDLE SUPPORT

Description: This work shall consist of placement of Portland cement concrete between utility lines in close vertical proximity as shown in the plans. Work shall be in accordance with Downers Grove Sanitary District Standard Construction Details.

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

CONCRETE SADDLE SUPPORT,

which shall include all labor, materials, and necessary equipment to complete the work in place.

SP-34 SANITARY SEWER MANHOLE

Description: This item shall consist of construction of sanitary sewer manhole in accordance with the Downers Grove Sanitary District Standard Construction Details.

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

SANITARY SEWER MANHOLE (TYPE & SIZE SPECIFIED)

Unit prices shall include all labor, material and equipment necessary for excavation, bedding, installing, jointing and backfilling the sanitary sewer manhole and all incidental work herein specified.

SP-35 DEWATERING

Description. Work consists of providing labor, tools, equipment, and materials necessary to dewater the related work areas of the Project to relatively dry conditions and maintain suitable working conditions so that the modifications/improvements may be constructed in the dry.

Products. Contractor shall be responsible for the choice of the product(s) and equipment as well as “means and methods” for the Site Dewatering Work to be performed subject to the review of the Engineer. All products and “means and methods” selected shall be adequate for the intended use/application. Engineer’s review does not relieve the Contractor from compliance with the requirements of the Drawings and Specifications and the requirements of this special provision.

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Submittals. Contractor shall submit to the Village's Representative for review a description of dewatering techniques and equipment to be used, together with detail drawings showing lengths of discharge piping and point(s) of discharge including erosion control procedures.

Note: The Village's Representative review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the Village's Representative for same.

Responsibility. The Contractor shall be solely responsible for the choice of product(s) and equipment; for the design, installation, and operation; as well as "means and methods" of performing the Work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations and these Specifications. All product(s), equipment and "means and methods" selected shall be adequate for the intended use/application. Review by the Village's Representative does not relieve Contractor from compliance with the requirements specified herein.

The Contractor is cautioned that the existing pond operates for the area and its function and capacity may not be impaired during construction. The Contractor may be granted an extension of time commensurate with the period in which the retention basin is functioning during a rainfall event, but such extension of time shall in no case be greater than 48 hours after the end of a given rainfall event.

General Requirements. The Contractor shall select the pumps he/she desires to use and the rate at which the pumps discharge, a sediment filter silt bag shall be provided by the Contractor, subject to review by the Engineer. The Contractor shall ensure that downstream water quality shall not be impaired.

At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or any other parts of the Work.

Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. Water shall not be discharged onto streets without adequate protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water containing settleable solids shall be discharged into storm sewers. Any and all damages caused by dewatering the work shall be promptly repaired by the Contractor. The Contractor is responsible for providing any and all labor, materials and equipment needed for the DEWATERING in order to meet the scheduled completion of the project.

Measurement and Payment. Payment for the work specified will be made at the contract **LUMP SUM** price for

DEWATERING,

The lump sum price for DEWATERING shall not exceed three (3) percent of the total bid price. Any additional amount shall be included in the prices for other items in the Bid Proposal.

SP-36 ADJUSTING PVC WATERMAIN PIPE, 6"

Description. This work shall consist of adjusting the existing 6" PVC watermain by removing a section of the existing watermain and replacing it with 6" DIP in conflict with sewer to be constructed as shown on the plans.

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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. Removal of all surplus trench excavation from site;
2. Excavation for and placement of granular bedding and encasement material when shown on the plans and/or ordered by the Engineer;
3. Support of trenches, including any necessary bracing or shoring;
4. De-watering of trenches or any excavation; and
6. Adjustment to horizontal and vertical alignment due to utility conflicts.
7. Steel casing pipe
8. All Fittings necessary to make the transition from a PVC to a DIP watermain.

Construction Requirements. Installation requirement shall be in accordance with Section 561 of the STANDARD SPECIFICATIONS, and shall be completed within the work hours designated by the

ENGINEER.

Measurement and Payment. This work shall be measured and paid for at the contract unit price per FOOT, as measured along the centerline of the pipe, for:

ADJUSTING PVC WATERMAIN PIPE, 6"

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

SP-37 STEEL CASING PIPE

Description: This work shall consist of the auguring or open cut of casing pipe as specified and the installation of water main pipe through it. Water main pipe materials and installation shall comply with all requirements of the DUCTILE IRON WATER MAIN, 12" special provisions of this document.

The casing pipe shall be a new welded steel pipe, capable of withstanding a minimum force of 35,000 PSI, and shall meet the requirements of ASTM-139, Grade B. The following table shall determine the diameter size and wall thickness of the casing pipe:

CASING PIPE

Diameter Size of Water main Pipe	Diameter Size of Casing Pipe	Minimum Wall Thickness
6"	12"	0.250"
8"	16"	0.282"
12"	20"	0.344"

The auger length shall be as shown on the plans, or as directed by the Engineer in the field, and/or shall conform to the following IEPA standards:

- a) Where the horizontal separation between the water main and any storm or sanitary sewer is less than ten feet and the bottom of the water main is less than eighteen inches above the top of the sewer; or
- b) Where the water main crosses less than eighteen inches above or any distance below a sewer.

For condition (a), the casing pipe shall extend the entire length of the above described proximity and for condition (b), the casing shall be installed for a distance of no less than ten feet to either side of the sewer. For the purpose of this special provision, open-ended ditch culverts shall not be considered a sewer.

The auguring of the casing pipe shall be a continuous operation. All joints in the casing shall be welded. Care shall be exercised when auguring to prevent the loss of soil which will create voids outside of the casing.

Power sealer #4810 casing spacers or approved equal shall be used when installing the water main within the casing pipe. Skids shall be securely banded to the water main at frequent intervals such that the pipe is

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uniformly supported within the casing. Prior to backfilling, the ends of the casing pipe shall be sealed with brick and mortar.

The auger pit shall be large enough to accommodate all equipment; however, this pit shall not be larger than twice the allowable trench width by twice the casing pipe length. The pit shall be protected at all times such that safe working conditions are assured and no hazard is presented to motorists or pedestrians.

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

STEEL CASING PIPE (SIZE),

which shall include all labor, materials, and necessary equipment to complete the work in place.

SP-38 DUCTILE IRON WATER MAIN PIPE

Description: Water main 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 water main 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 water main 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 water main 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 water main 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 water main pipe installation and their costs shall be considered incidental to the contract unit price for water main pipe:

1. Removal of all surplus trench excavation from site;
2. Excavation for and placement of granular bedding and encasement material when shown on the plans and/or ordered by the Engineer;

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3. Support of trenches, including any necessary bracing or shoring;
4. De-watering of trenches or any excavation; and
5. Adjustment to horizontal and vertical alignment due to utility conflicts.

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

DUCTILE IRON WATER MAIN PIPE (TYPE & SIZE SPECIFIED),

Unit prices shall include all labor, material, and equipment necessary for excavation, bedding, installing and coupling the water main pipe and all incidental work specified herein, except that **TRENCH BACKFILL** used as Final Backfill as defined by the Standard Specifications, will be paid for separately.

SP-39 RESILIENT- SEATED GATE VALVE

Description: Water main valves shall meet all of the requirements of the following standards as reissued and published on or before the date of this contract:

- Rubber-Seated Butterfly Valves - AWWA C504
- Resilient-Seated Gate Valves - AWWA C509
- Resilient-Seated Gate Valves for Pressure - AWWA 6500
- Side Tapping or Pressure Insertion - AWWA C509

All valves shall have the name, monogram, or initials of the manufacturer cast thereon. The Contractor shall submit to the Engineer the Manufacturer's specifications for the valves he intends to use on this project. All valves shall contain factory installed Grade 316 stainless steel nuts and Grade 304 bolts. All valves shall be furnished with mechanical joints conforming to ANSI/ANWA- C111/A21.11.

Valves for water mains twelve inches in diameter or larger shall be Resilient-Seated gate valves and installed in a six foot diameter Type A vault with a standard cone section. Valves for water main ten inches in diameter or less shall be Resilient-Seated gate valves and installed in a five foot diameter Type A vault with a standard cone section.

Pressure side-tapping Resilient-Seated gate valves shall be installed in a Type A vault with an offset cone section unless otherwise noted. A six foot diameter vault shall be used for tapping mains ten inches in diameter or larger, five foot diameter vault when tapping mains eight inches in diameter or less. Pressure insertion Resilient-Seated gate valves shall be installed in a Type A vault with a standard cone, four foot in diameter for mains eight inches in diameter or less, five foot diameter vault for mains ten inches in diameter or larger.

All vaults shall be equipped with a Type 1 frame and lid with the word "WATER" cast in the lid. The pick holes shall be of the large size per IDOT Standard 604001. All lift holes and holes around the water main shall be completely sealed with mortar inside and out. All joints between vault sections and between adjustment rings shall be completely sealed with mastic only, as directed by the Engineer.

Gate Valves, 3" diameter or larger, used to reconnect 3" or larger water services shall be paid for as valves, and not as water service reconnection devices

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

RESILIENT-SEATED GATE VALVE (SIZE SPECIFIED) IN (SIZE SPECIFIED) VAULT,

which price shall include all excavation, bedding, backfill, blocking, and tapping sleeve or anchor clamps where applicable. Restoration, where TRENCH BACKFILL is used in lieu of excavated materials, pavement replacement, and parkway restoration will be paid for separately.

SP-40 FIRE HYDRANT REMOVAL

Description: This work shall consist of the disconnection and removal of existing hydrants that will no longer be in service because of this contract. Included in this item is the removal of the auxiliary valve and connecting water main, and securely plugging the hydrant tee. All removed hydrants and appurtenances, regardless of condition, shall be delivered to the Public Works yard, at 5101 Walnut Avenue, Downers Grove, IL. 60515-4074.

The Contractor MAY NOT REMOVE any fire hydrant without the specific permission of the Engineer.

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

FIRE HYDRANT REMOVAL,

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

SP-41 FIRE HYDRANT WITH AUXILIARY VALVE

Description: 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

FIRE HYDRANT WITH AUXILIARY VALVE,

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-42 CONNECTION TO EXISTING WATER MAIN

Description: The Village of Downers Grove Water Division personnel shall turn off existing Village valves necessary to perform cut-in connections. Cut-in connections shall be performed only after pressure testing, leakage testing and disinfecting of the new water main has been performed and accepted by the Village. Cut-in connections will be performed under the supervision of Water Division personnel.

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

CONNECTION TO EXISTING WATER MAIN, (NON PRESSURE) (SIZE),

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

SP-43 LINE STOP EXISTING MAIN

Description: This item shall consist of installing a temporary line stop in the existing watermain that are under pressure. Prior to installing the line stop, the Contractor shall verify the actual diameter of the main at the point where the line stop will be installed. Split sleeves, fittings, and rubber glands shall conform to AWWA C110 and bolts and set screws shall be stainless steel or corrosion resistant materials.

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

LINE STOP EXISTING MAIN (SIZE SPECIFIED),

which will include all excavation, backfill, tapping equipment, fittings, split sleeves, rubber glands and any joint accessories for a complete line stop installation.

SP-44 POLYETHYLENE ENCASEMENT

Description: This work shall consist of encasing the entire length of water main to be installed under this contract. All new ductile iron water mains shall be encased in a polyethylene tube, according to the materials and methods outlined in ANSI/AWWA C105/A21.5-93.

Method A shall be utilized in placing the encasement material. High-density, cross-laminated polyethylene film conforming to ASTM D1248-89 shall be used.

Basis of Payment: Polyethylene Encasement shall be considered **INCIDENTAL** to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-45 WATER MAIN FITTINGS

Description: Fittings shall be cast iron or ductile iron conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. The joints shall be either mechanical or push-on conforming to ANSI/AWWA-C111/A21.11 for rubber-gasket joints.

All nuts and bolts used for jointing of sections, including valves and hydrants, shall be stainless steel, Grade 304 bolts, and Grade 316 nuts.

All mechanical thrust restraints installed shall be "Meg-A-Lug" or "Meg-A-Lug"-type restraint systems. (Solid Precast Concrete thrust blocks may be placed in addition to mechanical thrust restraints in select locations as described elsewhere in these provisions).

Cast iron fittings or ductile iron shall be measured for payment by the pound. The weight of each fitting shall be determined by the weight shown for Mechanical Joint Ductile Iron fittings in AWWA Standard C110. Stainless steel accessories shall be INCIDENTAL to the cost of the fittings and their weight shall not be added to the weight of the body casting. In locations where the contractor chooses to use compact ductile iron fittings, he will be paid the poundage of the equivalent mechanical joint ductile iron fittings.

Basis of Payment: Water Main Fittings shall be considered INCIDENTAL to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-46 THRUST RESTRAINT

Description: Formed concrete thrust restraints may be required at fire hydrants, plugs, caps, and tees in addition to the wedge action retainer glands at fittings, upon the specific direction of the Engineer. 4000 PSI Portland cement concrete shall be used. The use of wood blocking, concrete blocks, stakes or clamps will not be allowed.

Basis of Payment: Thrust restraints shall be considered INCIDENTAL to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-47 WATER SYSTEM SHUTDOWN

Description: All existing valves shall be turned and operated by the Village's Water Division Personnel. When the Contractor desires the shutdown of an existing water main for the purpose of connection or abandonment, he shall give the Water Division and Engineer at least 24 hours notice. The Water Division will advise the Contractor of their availability and then schedule the work. (630.434.5460)

SP-48 PRESSURE TESTING

Description: Upon completion of the proposed water main and prior to the connection of all service lines, the water main shall be subjected to a hydrostatic pressure of 150 PSI gauged, based on the elevation of the lowest point in the line or section under test. The test shall be corrected to the elevation of the test gauge for both pressure and leakage for a period of not less than two (2) hours. Any cracked or defective pipefitting, valves, hydrants found shall be removed and replaced with satisfactory materials and the test repeated until test results are satisfactory. Joints showing visible leaks shall be made watertight. The Engineer or his representative shall witness the pressure test. Allowable leakage shall be as follows:

<u>MAIN SIZE</u>	<u>ALLOWABLE LEAKAGE</u>
12"	1.10 gal. /hr./1000 ft. of water main
10"	0.92 gal. /hr./1000 ft. of water main
8"	0.74 gal. /hr./1000 ft. of water main
6"	0.55 gal. /hr./1000 ft. of water main

Basis of Payment: This work is considered INCIDENTAL to the installation of the water main pipe, and no

additional compensation will be given for any required re-testing.

SP-49 CHLORINATION

Description: Upon completion of all water mains and after the results of the hydrostatic test are satisfactory, but prior to the connection of all service lines, the water main shall be thoroughly flushed and chlorinated. The liquid-chlorine-gas-mixture method of procedure shall be as follows:

- A.) Prior to chlorinating, all dirt and foreign material shall be removed from the main, or any valved section, by a thorough flushing through the hydrants, or by other approved methods.
- B.) A chlorine gas-water mixture shall be applied by means of a solution-feed chlorinating device, or if approved by the Engineer, the gas shall be fed directly from a chlorine cylinder equipped for diffusion of the gas within the pipes.
- C.) The preferable point of application of the chlorinating agent shall be through a corporation stop inserted near the horizontal axis of the pipe at the beginning of the pipe line extension of any valve section to be placed in service. The water injector for delivering the gas-water mixture into the pipe shall be supplied by a tap on the pressure side of a valve controlling the flow into the pipe to be chlorinated.
- D.) Water from the pressure side of the valve or other source of supply shall be controlled to flow very slowly into the newly laid pipeline during the application of chlorine. The rate of chlorine gas-water mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall have a chlorine residual of not less than 50 PPM. It shall be left in contact with the main for at least twenty-four (24) hours with a 25-PPM chlorine residual remaining after the contact period.
- E.) Following the chlorinating, all treated water shall be thoroughly flushed from the new section of main. Samples shall be collected for bacteriological analysis on two (2) successive days, under the supervision of the Water Division Representative. All samples shall be taken from various points on the new portion of the system, from a copper whip tapped into the new section of water main. The samples taken shall be given to the Water Division Representative for testing. The new section of main shall not be placed into service until the Water Division grants approval.
- F.) A representative of the Water Division shall witness chlorinating of the water main.

Basis of Payment: This work is considered **INCIDENTAL** to the installation of the water main pipe, and no additional compensation will be given for repeating any part of the chlorinating procedure, should the residual level of chlorine fail to meet the requirements.

**SP-50 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.

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 5.0 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);

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-51 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-52 COMBINATION CONCRETE CURB AND GUTTER

Description: This work shall consist of the replacement of existing PCC Curb and Gutter in accordance with the applicable parts of Sec. 606 of the SSRBC, except as amended herein.

Replacement of curb and 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 curb and gutter shall be backfilled with existing excavated earth.

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

When new curb and 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.

Placement of curb and gutter as noted on Schedule of Quantities to be reinforced shall also include the placement of two (2) No. 4 (1/2") epoxy coated deformed reinforcement bars meeting the applicable portions of Section 508 of the SSRBC. Bars shall be placed at one-half depth of the body of the gutter running the entire length of newly placed sections. Curb and gutter placed as described in this paragraph will be paid for as COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED).

All voids existing between newly placed curb and gutter and the adjacent roadway pavement shall be filled with Class SI concrete, prior to bituminous surface placement, to a point 1-1/2 inches below finish grade. This work shall be considered incidental.

Placement of curb and 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 curb and 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

COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED),

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

SP-53 COMBINATION CONCRETE CURB AND GUTTER REMOVAL

Description: This work shall consist of the removal of existing P.C.C. Curb and Gutter of the type and size at the locations noted in Schedule of Quantities. This work shall be performed in accordance with Section 440 of the SSRBC, except as amended herein.

At those locations where curb removal operations fall within the Critical Root Zone (CRZ) the Contractor will be required to trench with a "chain" driven trencher immediately back of curb prior to curb removal. This

procedure will proceed uninterrupted through the CRZ and insure general tree root pruning. The width of the CRZ shall be determined as noted in the general provision for TREE PROTECTION elsewhere in these documents. If it is determined that proposed removal methods do not cause undo harm to adjacent roots, the Village Forester may waive the need to perform trenching.

During removal operations Contractor shall take special care not to damage or extend sawed joint into adjacent appurtenances such as driveways and sidewalks which are to remain in place. During machine sawing operations Contractor shall also take special care to remove, clean, or otherwise account for any residue / slurry produced by the sawing so material will not be tracked by either vehicular or foot traffic onto adjacent appurtenances which are to remain in place.

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

COMBINATION CONCRETE CURB AND GUTTER REMOVAL,

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

SP-54 PREPARATION OF AGGREGATE BASE

Description: This work shall consist of repair and preparation of existing aggregate bases remaining after bituminous surface removal operations and performed in accordance with the applicable portions of Section 358 of the SSRBC, except as amended herein.

This work shall include the removal and disposal of any undesirable material remaining after the bituminous surface removal operations. Undesirable material is generally referring to remaining chunks of asphalt, pavement, vegetation, dirt, etc., existing in or on the aggregate base which cannot be incorporated back into the work as aggregate base.

Removal of any unsuitable soils from the subgrade beneath the aggregate base shall be per the provision for Porous Granular Embankment Subgrade, Special.

After repair of base, the existing aggregate and any aggregate placed as part of the repair shall be graded to a minimum 2% cross slope to obtain a proper crown in the roadway to the satisfaction of the Engineer.

Additional aggregate required for the repair of the base shall be limited to crushed aggregate meeting the gradation of CA-6. The use of additional rollers per Section 1101 of the SSRBC will be allowed.

Basis of Payment: All work in connection with the repair and preparation of aggregate bases, except necessary additional aggregate, shall be paid for at the contract unit price per SQUARE YARD for

PREPARATION OF AGGREGATE BASE,

which price shall be payment in full for the work as specified herein. Additional aggregate required for the repair of the aggregate base or to achieve proper crown shall be INCIDENTAL to this item.

SP-55 POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL

Description: This work shall be done in accordance with the SSRBC 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

SP-56 SAWCUTTING

Description: This work shall consist of the saw cutting of bituminous pavement and portland cement concrete materials. Saw cutting of bituminous pavement shall be full depth for removal of driveway necessary for sidewalk installation, and shall be 1 1/2 inch deep through concrete drive approaches, for the purpose of delineating sidewalk edges and contraction joints where none currently exist.

No additional compensation will be allowed to the Contractor for this work.

SP-57 SIGN RELOCATE

The CONTRACTOR shall remove and relocate all street signs located in or near the construction zone as directed by the OWNER. The CONTRACTOR shall be responsible for replacing at his expense any signs damaged during the course of construction and the operation of removing and relocating any signs.

Basis of Payment: The removal and relocation of all existing signs within the construction limits shall not be paid for separately but shall be **INCIDENTAL** to the contract.

SP-58 CONDUIT

Description: This item shall consist of placing conduit for street lighting at the locations directed by the engineer. Work shall be in accordance with these specifications, and Section 810 of the SSRBC except as modified herein.

All conduits shall be placed at a depth of thirty inches (30"). All conduit splices will be threaded for rigid galvanized steel or glued for PVC.

The work will also include all restoration. Damage to all lawns shall be replaced with an approved topsoil and sod. All roadway surfaces such as sidewalks, curbs, pavement, etc. shall be replaced in kind.

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

CONDUIT (MATERIAL, SIZE SPECIFIED),

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

SP-59 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-60 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 this project location.

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 **INCIDENTAL** to the cost of the project.

SP-61 HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

Description: This work shall be done in accordance with Section 440 of the SSRBC except as amended herein.

At those locations designated for HMA Surface Removal, Variable Depth, existing HMA material over existing concrete or brick bases varies in thickness. Unless otherwise directed by the Engineer, it is intended that existing HMA surface is to be removed exposing the underlying concrete or brick base.

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

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH,

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

SP-62 FULL DEPTH PAVEMENT REMOVAL, SPECIAL

Description: This work shall be done in accordance with Section 440 of the SSRBC except as amended herein.

At those locations designated for Full Depth Pavement Removal, Special, full existing pavement section shall be removed and the subgrade shall be excavated to the proposed depth as shown on the plans.

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

FULL DEPTH PAVEMENT REMOVAL, SPECIAL,

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

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:

J.S. Riemer, Inc.
Company Name

June 22, 2011
Date

16N158 Tyrrell Road
Street Address of Company

jeffriemer1@msn.com
E-mail Address

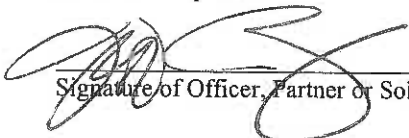
Elgin, IL 60124
City, State, Zip

Jeff Riemer
Contact Name (Print)

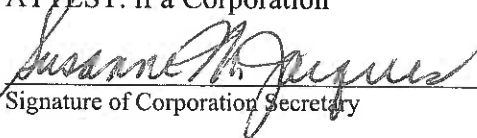
(847) 836-1027
Business Phone

(847) 624-8894
24-Hour Telephone

(847) 836-1026
Business Fax


Signature of Officer, Partner or Sole Proprietor

Jeff Riemer, President
Print Name & Title

ATTEST: if a Corporation

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by November 4, 2011 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:

J.S. Riemer, Inc.
Company Name

June 22, 2011
Date

16N158 Tyrrell Road
Street Address of Company

jeffriemer1@msn.com
E-mail Address

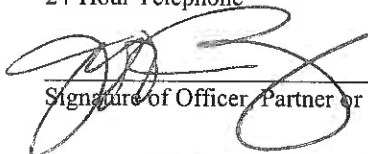
Elgin, IL 60124
City, State, Zip

Jeff Riemer
Contact Name (Print)

(847) 836-1027
Business Phone

(847) 624-8894
24-Hour Telephone

(847) 836-1026
Business Fax


Signature of Officer, Partner or Sole Proprietor

Jeff Riemer, President
Print Name & Title

ATTEST: if a Corporation


Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by November 4, 2011 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

1. Demolition & Debris Removal

06/17/2011

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNITS	124	15.75	1953.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNITS	260	26.25	6825.00
SP-11	TREE ROOT PRUNING	FOOT	65	8.00	520.00
44000100	FULL DEPTH PAVEMENT REMOVAL	SQ YD	340	8.00	2720.00
SP-62	FULL DEPTH PAVEMENT REMOVAL, SPECIAL	SQ YD	200	7.00	1400.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	45	10.00	450.00
SP-61	HMA SURFACE REMOVAL, 3"	SQ YD	640	7.00	4480.00
44000600	SIDEWALK REMOVAL	SQ FT	1,450	1.00	1450.00
SP-54	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	270	5.00	1350.00
SP-12	STORM SEWER REMOVAL, 10"	FOOT	52	7.00	364.00
SP-12	STORM SEWER REMOVAL, 12"	FOOT	109	7.00	763.00
SP-12	STORM SEWER REMOVAL, 18"	FOOT	257	10.00	2570.00
SP-12	STORM SEWER REMOVAL, 24"	FOOT	67	11.00	737.00
SP-15	SANITARY SEWER REMOVAL, 8"	FOOT	159	12.00	1908.00
SP-15	SANITARY SEWER REMOVAL, 12"	FOOT	406	12.00	4872.00
SP-13	WATERMAIN REMOVAL, 12"	FOOT	239	8.00	1912.00
67100100	MOBILIZATION	LSUM	1	45,000.00	45,000.00
SP-18	TEMPORARY CONSTRUCTION FENCE	FOOT	1,175	5.50	6462.50
SP-17	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1	8,000.00	8,000.00
SP-6	STREET SWEEPING AND DUST CONTROL	HOURL	50	50.00	2500.00
SP-14	DRAINAGE STRUCTURES TO BE REMOVED	EACH	10	400.00	4000.00
SP-16	SANITARY STRUCTURES TO BE REMOVED	EACH	1	400.00	400.00
SP-19	BUILDING AND SITE DEMOLITION	LSUM	1	115,000.00	115,000.00
SP-5	PRECONSTRUCTION VIDEOTAPING	LSUM	1	1500.00	1500.00
SP-4	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1	10,000.00	10,000.00
SUBTOTAL					227,136.50

2. Soil Erosion Sediment Control

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-8	TEMPORARY EROSION AND SEDEMENTATION CONTROL MAINTENANCE	MONTH	10	500.00	5,000.00
SP-10	TREE PROTECTION FENCE	FOOT	510	4.00	2040.00
28000510	INLET FILTERS	EACH	7	150.00	1050.00
28000400	PERIMETER EROSION BARRIER	FOOT	256	5.00	1280.00
25100630	EROSION CONTROL BLANKET	SQ YD	3,300	1.00	3300.00
SP-20	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	120	17.00	2040.00
28100107	STONE RIPRAP, CLASS A4	SQ YD	60	40.00	2400.00
28200200	FILTER FABRIC	SQ YD	235	3.40	799.00
SP-9	CULVERT INLET PROTECTION, AGGREGATE	EACH	1	2400.00	2400.00
SP-69	COBBLES, 12" DEPTH	SQ YD	55	98.00	5390.00
SUBTOTAL					25,699.00

3. Drainage and Excavation Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-21	EARTH EXCAVATION	CU YD	12,760	22.50	287100.00
SP-22	TOPSOIL FURNISH AND PLACE, 12"	SQ YD	6,500	6.80	44200.00
SP-25	TRENCH BACKFILL	CU YD	900	40.00	36,000.00
SP-55	POROUS GRANULAR EMBANKMENT	CU YD	450	8.00	3,600.00
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTION 12"	EACH	1	900.00	900.00
54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION 18"	EACH	1	920.00	920.00
54213669	PRECAST REINFORCED CONCRETE FLARED END SECTION 24"	EACH	1	1300.00	1300.00
54213681	PRECAST REINFORCED CONCRETE FLARED END SECTION 36"	EACH	1	2000.00	2000.00
54247090	GRATING FOR CONCRETE FLARED END SECTION 12"	EACH	1	220.00	220.00
54247110	GRATING FOR CONCRETE FLARED END SECTION 18"	EACH	1	250.00	250.00
54247130	GRATING FOR CONCRETE FLARED END SECTION 24"	EACH	1	300.00	300.00
54247170	GRATING FOR CONCRETE FLARED END SECTION 36"	EACH	1	410.00	410.00
550B0020	STORM SEWER, CLASS B, TYPE 1, 6" PVC	FOOT	10	75.00	750.00
SP-26	STORM SEWER, CL IV, RCP, 12"	FOOT	42	45.00	1890.00
SP-26	STORM SEWER, CL IV, RCP, 15"	FOOT	21	50.00	1050.00
SP-26	STORM SEWER, CL IV, RCP, 18"	FOOT	51	56.50	2881.50
SP-26	STORM SEWER, CL IV, RCP, 24"	FOOT	42	68.00	2856.00

SP-26	STORM SEWER, CL IV, RCP, 36"	FOOT	127	111.00	14097.00
SP-29	PLUG EXISTING STORM SEWER	EACH	1	500.00	500.00
60218400	MANHOLE TYPE A, T1F, CL, 4' DIA.	EACH	1	2800.00	2800.00
60200205	CATCHBASIN TYPE A, T3F, OL, 4' DIA.	EACH	1	3000.00	3000.00
60221100	MANHOLE TYPE A, T1F, CL, 5' DIA.	EACH	1	3200.00	3200.00
60236200	INLET, TYPE A, T8F, OL, 2' DIA.	EACH	2	1000.00	2000.00
60235300	INLET, TYPE A, T1F, CL, 2' DIA.	EACH	1	1000.00	1000.00
SP-28	MANHOLE TYPE A, T1F, OL, 8' DIA.(CONFLICT MANHOLE)	EACH	1	9968.00	9968.00
SP-27	CONSTRUCT 96" MANHOLE OVER EXISTING SEWER	EACH	1	10040.00	10040.00
SP-30	STORMCEPTOR, STC 900	EACH	1	17300.00	17300.00
SP-30	STORMCEPTOR, STC 2400	EACH	1	29500.00	29500.00
SP-34	SANITARY SEWER MANHOLE, STANDARD	EACH	3	3600.00	10800.00
SP-34	SANITARY SEWER MANHOLE, SHALLOW	EACH	2	3600.00	7200.00
SP-32	SANITARY SEWER, PVC SDR 26, 12"	FOOT	727	93.00	67611.00
SP-31	SANITARY SERVICE RECONNECTION	EACH	1	1000.00	1000.00
SP-33	CONCRETE SADDLE SUPPORT	EACH	2	1200.00	2400.00
SP-35	DEWATERING	LSUM	1	5000.00	5000.00
SP-58	CONDUIT, SCHEDULE 40 PVC, 2"	FOOT	240	20.00	4800.00
SP-58	CONDUIT, RIGID STEEL, 2"	FOOT	44	25.00	1100.00
SP-54	EXPLORATION TRENCH	FOOT/60-INCH DEPTH	50	10.00	500.00
SUBTOTAL					520,343.50

4. Pavement Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
35100300	AGGREGATE BASE COURSE, TYPE A 4"	SQ YD	235	6.90	1621.50
35100500	AGGREGATE BASE COURSE, TYPE A 6"	SQ YD	550	6.70	3685.00
40600100	BITUMINOUS MATERIALS, PRIME COAT	GAL.	960	3.00	2880.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	300	80.00	24,000.00
40603080	HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	500	70.00	35,000.00
SP-63	TEMPORARY SURFACE OVER TRENCH - (AGGREGATE)	SQ YD	960	3.00	2880.00
SP-64	TEMPORARY HOT MIX ASPHALT PATCH, 3", PLACEMENT AND REMOVAL	SQ YD	195	5.00	975.00
SP-65	CONCRETE BAND-12"	FOOT	40	25.00	1000.00
SP-65	CONCRETE BAND-24"	FOOT	20	50.00	1000.00
SP-66	POROUS UNIT PAVING	LUMP SUM	1	20,000.00	20,000.00
SP-50	PCC SIDEWALK, 5 INCH, NEW	SQ FT	1,467	6.00	8802.00
SP-52	COMBINATION CONCRETE CURB & GUTTER, TYPE B6.12	FOOT	121	15.00	1815.00
SP-52	COMBINATION CONCRETE CURB & GUTTER, TYPE B6.18	FOOT	252	28.00	7056.00
SP-51	DETECTABLE WARNINGS	SQ FT	24	50.00	1200.00
SP-54	PREPARATION OF AGGREGATE BASE	SQ YD	1,148	2.00	2296.00
SUBTOTAL					114,210.50

5. Watermain Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-36	ADJUSTING PVC WATER MAIN PIPE, 6"	FOOT	29	300.00	8700.00
SP-37	STEEL PIPE CASINGS 20"	FOOT	38	98.00	3724.00
SP-38	DUCTILE IRON WATERMAIN PIPE, 12", CL 52	FOOT	466	83.00	38698.00
SP-39	RESILIENT-SEATED GATE VALVE, 12" IN 6' VAULT	EACH	2	7500.00	15000.00
SP-40	FIRE HYDRANT REMOVAL	EACH	1	3200.00	3200.00
SP-41	FIRE HYDRANT WITH AUXILIARY VALVE	EACH	2	8500.00	17,000.00
SP-42	CONNECT TO EXISTING WATERMAIN, 12"	EACH	2	1000.00	2000.00
SP-43	LINE STOP EXISTING MAIN, 12"	EACH	2	5000.00	10,000.00
SUBTOTAL					98,302.00

6. Landscaping

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-24	SOD, SALT TOLERANT, SPECIAL	SQ YD	950	6.00	5700.00
M2011700	SUPPLEMENTAL WATERING	UNIT	7	50.00	350.00
SP-67	INTERPRETIVE SIGN	EACH	1	600.00	600.00
SP-68	BENCH	EACH	2	1400.00	2800.00
SUBTOTAL					9450.00

Total Base Bid Amount (Sum of Item Nos. 1 thru 6)

\$ 1,055,141.50

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Watershed Improvements bidder J.S. Riemer, Inc.
(Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §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

3 6 - 3 1 2 1 4 6 5

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 22nd day of June, 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 J.S. Riemer, Inc., and the full names of its Officers are as follows:

President: Jeff Riemer

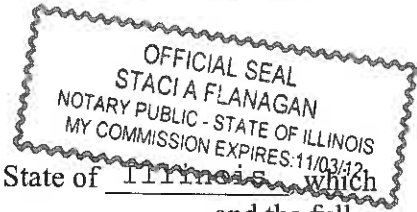
Secretary: Susanne Jacques

Treasurer: _____

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

(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: Westfield Insurance Group

AGENT: D S & P Insurance Services

Street Address: 1530 Dundee Road

City, State, Zip Code: Palatine, IL

Telephone Number: (847) 934-6100

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: J.S. Riemer, Inc.

Print Name and Title of Authorizing Signature: Jeff Riemer, President

Signature:  _____

Date: June 22, 2011

MUNICIPAL REFERENCE LIST

Municipality: see attached
Address: _____
Contact Name: _____ Phone #: _____
Name of Project: _____
Contract Value: _____ Date of Completion: _____

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

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

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

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

3.5

Project & Location	Owner	Construction Manager	Contract Amount	Contract Date	Contact & Phone #
Sherman Hospital 2325 Fox Lane Elgin, IL	Sherman Health Systems 934 Center Street Elgin, IL 60120	Walsh Construction Co. 929 W. Adams Street Chicago, IL 60607	\$530,000.00	May 1, 2008	Tony Rossetti (312)563-5400
Batavia High School 1200 W. Wilson St. Batavia, IL	Batavia Public School District 101 335 W. Wilson St. Batavia, IL 60510	Lamp, Inc. 460 N. Grove Elgin, IL 60120	\$888,506.00	June 9, 2008	Steve Straub (847)741-7220
Hoffman Estates Fire Station #24 5775 Beacon Pointe Dr. Hoffman Estates, IL	Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169	MTI Construction Services, LLC 450 Shepard Drive, Suite 19 Elgin, IL 60123	\$315,250.00	July 18, 2008	Pat Woods (847)742-7200
Operations & Safety Building 19808 W. Grand Ave. Lindenhurst, IL	Lake County Forest Preserve 2000 N. Milwaukee Ave. Libertyville, IL 60048	MTI Construction Services, LLC 450 Shepard Drive, Suite 19 Elgin, IL 60123	\$807,800.00	July 22, 2008	Pat Woods (847)742-7200
Plainfield East High School 12001 S. Plainfield-Naperville Rd. Plainfield, IL	Plainfield CCSD #202 15732 Howard St. Plainfield, IL 60544	George Sollitt Construction 790 N. Central Ave. Wood Dale, IL 60191	\$296,000.00	July 22, 2008	Henry Ryan (630)860-7333
Prairie Avenue Downers Grove, IL	Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515		\$2,420,202.00	September 9, 2008	(630)454-5400
Willowbrook High School 1250 S. Ardmore Ave. Villa Park, IL 60181	DuPage School District 88 101 W. Highridge Rd. Villa Park, IL 60181	Bovis Lend Lease One North Wacker Drive, Suite 850 Chicago, IL 60606	\$188,500.00	December 16, 2008	Michael Lubawy (312)245-1000
136th Street / Dixie Highway Blue Island, IL	Cook County Highway Department 69 W. Washington, Room 2300 Chicago, IL 60602		\$2,341,378.26	June 16, 2009	Holly Cichy (312)603-1601
IDOT Contract #63170 Bike Path Hazel Crest, IL	IDOT 2300 S. Dirksen Pkwy. Springfield, IL 62764		\$299,119.50	August 12, 2009	(217)782-7820
Waubonsee Community College Route 47 & Waubonsee Drive Sugar Grove, IL	Waubonsee Community College Route 47 & Waubonsee Drive Sugar Grove, IL	Turner Construction 55 E. Monroe, Suite 3300 Chicago, IL 60603	\$903,000.00	December 18, 2008	Phil Lerman (312)327-2770

3.51

Average yearly work completed **\$10,500,000.00**

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) PCP Type of Work TRAFFIC CONTROL
Addr: _____ City West Chicago State IL Zip 60185

2) Midwest Chlorination Type of Work Line Stop, TAPS
Addr: _____ City BARTLETT State IL Zip _____

3) BRIGGS PAVING Type of Work ASphalt
Addr: _____ City Downers Grove State IL Zip 60515

4) Homer Tree Type of Work TREE Removable
Addr: _____ City Lockport State IL Zip 60441

5) B.B.F. Type of Work Temp fence
Addr: _____ City Addison State IL Zip 60101

6) _____ Type of Work _____
Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____
Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____
Addr: _____ City _____ State _____ Zip _____

CERTIFICATION OF QUALIFICATIONS

The proposer hereby certifies that he complies with all requirements of SP-3 including at least three (3) contracts of similar nature and scope within the last five (5) years, and has provided detailed supporting information.

Signed by:  _____ (Corporate Seal)

Title: President

Name & Address: J.S. Riemer, Inc.

of Contractor 16N158 Tyrrell Road

or Vendor Elgin, IL 60124

Project: WATERSHED IMPROVEMENTS, ST. JOSEPH SOUTH, SUB J (2ND AND CUMNOR)

Subscribed and sworn to before
me this 22nd day of June, 2011



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: J.S. Riemer, Inc.
ADDRESS: 16N158 Tyrrell Road
CITY: Elgin
STATE: IL
ZIP: 60124
PHONE: (847) 836-1027 FAX: (847) 836-1026
TAX ID #(TIN): 36-3121465

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE:  DATE: 6/22/11

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: J.S. Riemer, 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.**

Teamsters Local 330

Operating Engineers Local 150

Laborers Local 2

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: Jeff Riemer, President

Signature:  _____

Date: June 22, 2011

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 _____

J.S. Riemer, Inc.

Title _____

President

Date _____

June 22, 2011

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

Village of Downers Grove

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: J.S. Riemer, Inc.

Address: 16N158 Tyrrell Road

City: Elgin Zip Code: 60124

Telephone: (847) 836-1027 Fax Number: (847) 836-1026

E-mail Address: jeffriemer1@msn.com

Authorized Company Signature: 

Print Signature Name: Jeff Riemer Title of Official: President

Date: June 22, 2011

CAMPAIGN DISCLOSURE CERTIFICATE

Village of Downers Grove

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

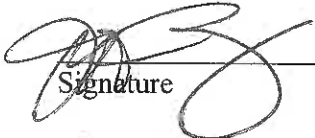
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Jeff Riemer
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

BID SUBMITTAL CHECKLIST

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

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

APPENDIX A

Village of Downers Grove

DOWNERS GROVE SANITARY DISTRICT

SPECIFICATION

FOR

BUILDING SANITARY SERVICE AIR TESTING

Effective Date: August 24, 2001

1. The entire building sanitary service shall be air tested from the public sewer to the building, including the machine tap, 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 a 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.

**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-on 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 and 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.

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.
- $\frac{1}{4}$ " 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 tapped 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 $\frac{3}{4}$ ", must be used to backfill from 12" above the top of the pipe, to the subgrade elevation.

- 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 $\frac{1}{4}$ " to $\frac{3}{4}$ " washed chipped limestone from the footing to the bottom of service to provide support for this pipe.
- Service sewers passing through double 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

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 Manhole.

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 Sealtite 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 manufactures, 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' 6"
12"	3' 0"
15"	3' 0"
18"	3' 0"
21"	3' 6"
24"	3' 9"

June 20, 2011

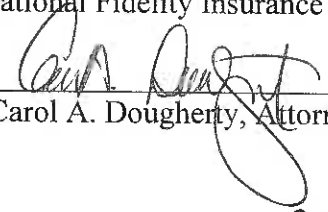
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL

Gentlemen:

Through this agency J.S. Riemer, Inc. has advised International Fidelity Insurance Company that Village of Downers Grove is receiving bids on the 22nd day of June, 2011. J.S. Riemer, Inc. has also advised that they are submitting a bid for Watershed Improvements, St. Joseph South, Sub J (2nd and Cumnor).

In the event the bid of J.S. Riemer, Inc. is accepted, a contract is awarded to this bidder and this bidder so requests, International Fidelity Insurance Company is prepared to underwrite the above referenced performance and payment bond upon review of the final contract documents.

International Fidelity Insurance Company

BY: 
Carol A. Dougherty, Attorney In Fact

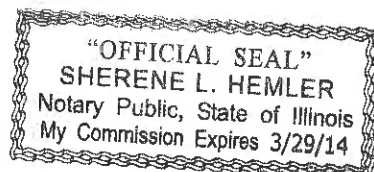
Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK** SS:

On this **June 20, 2011**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact** of **International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.


Notary Public in and for the above County and State

My Commission Expires: **03/29/14**



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**CAROL A. DOUGHERTY, SARAH GREEN, J.S. POHL, ROBERT E. KAPPUS, JAMES L. SULKOWSKI,
ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER.**

Palatine, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974:

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

20th June, 2011.

IN TESTIMONY WHEREOF, I have hereunto set my hand this day of

Assistant Secretary





Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 6/22/2011
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	Des Plaines SD 6	Des Plaines SD 6	CHSD 99			
Estimated Completion Date	06/2011	09/2011	10/2011			
Total Contract Price	750,000.00	450,000.00	627,000.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	10,000.00	145,000.00	477,000.00			632,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						632,000.00

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

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

						Accumulated Totals
Earthwork	10,000.00	80,000.00	397,000.00			487,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		25,000.00				25,000.00
Highway, R.R. and Waterway Structures						0.00
Drainage			80,000.00			80,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition		40,000.00				40,000.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	10,000.00	145,000.00	477,000.00	0.00	0.00	632,000.00

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



DS&P Insurance Services, Inc.

1530 E. Dundee Rd. - Suite 200
Palatine, Illinois 60074
847 934 6100
Fax 847 934 6106
Website: www.dspins.com

June 21, 2011

Village of Downers Grove Public Works
Attn: Nathaniel Hawk, Staff Engineer
5101 Walnut Ave.
Downers Grove, IL 60515

Re: Watershed Improvements, St. Joseph South Sub J {2nd and Cumnor}

Dear Mr. Hawk,

With regards to the above referenced project, should our client, J.S. Riemer, Inc. be awarded this job, they will be able to comply with all of the insurance requirements.

If there are any questions, please feel free to contact our office. Thank you!

Sincerely,

A handwritten signature in black ink that reads 'Tracey Meicher'. The signature is written in a cursive, flowing style.

Tracey Meicher
DS&P Insurance Services, Inc.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
J.S. Riemer, Inc.

as Principal, hereinafter called the Principal, and
International Fidelity Insurance Company

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto
Village of Downers Grove

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of the Amount of Bid ----- (5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Watershed Improvements, St. Joseph South, Sub J (2nd and Curator)

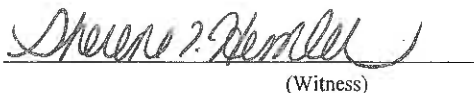
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

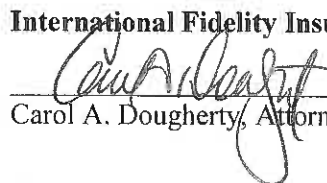
Signed and sealed this **22nd day of June, 2011.**


(Witness)

J.S. Riemer, Inc.

PRESIDENT
(Title)

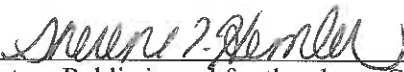

(Witness)

International Fidelity Insurance Company

Carol A. Dougherty, Attorney In Fact

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK** SS.:

On this **22nd day of June, 2011**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: 03/29/14



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**CAROL A. DOUGHERTY, SARAH GREEN, J.S. POHL, ROBERT E. KAPPUS, JAMES L. SULKOWSKI,
ROBERT B. SCHUTZ, SHERENÉ L. HEMLER, STEPHEN L. WEBSTER**

Palatine, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of June, 2011

Assistant Secretary

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: WATERSHED IMPROVEMENTS, ST JOSEPH
SOUTH, SUB J (2ND AND CUMNOR)

PROPOSAL/BID NUMBER: SW-035-08

PROPOSAL/BID OPENING: JUNE 22, 2011

ADDENDUM NO.: 1

PROPOSER/BIDDER: J.S. RIEMER, INC.

ADDRESS: 16 N 158 TURRELL RD. ELGIN, IL

RECEIVED BY: STACI FLANAGAN
(NAME)

Staci A. Flanagan
(SIGNATURE)

DATE: 6/17/2011

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:

J.S. Riemer, Inc.
Company Name

June 22, 2011
Date

16N158 Tyrrell Road
Street Address of Company

jeffriemer1@msn.com
E-mail Address

Elgin, IL 60124
City, State, Zip

Jeff Riemer
Contact Name (Print)

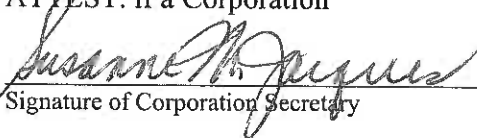
(847) 836-1027
Business Phone

(847) 624-8894
24-Hour Telephone

(847) 836-1026
Business Fax


Signature of Officer, Partner or Sole Proprietor

Jeff Riemer, President
Print Name & Title

ATTEST: if a Corporation

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by November 4, 2011 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:

J.S. Riemer, Inc.
Company Name

June 22, 2011
Date

16N158 Tyrrell Road
Street Address of Company

jeffriemer1@msn.com
E-mail Address

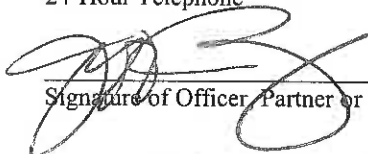
Elgin, IL 60124
City, State, Zip

Jeff Riemer
Contact Name (Print)

(847) 836-1027
Business Phone

(847) 624-8894
24-Hour Telephone

(847) 836-1026
Business Fax


Signature of Officer, Partner or Sole Proprietor

Jeff Riemer, President
Print Name & Title

ATTEST: if a Corporation


Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by November 4, 2011 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

1. Demolition & Debris Removal

06/17/2011

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNITS	124	15.75	1953.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNITS	260	26.25	6825.00
SP-11	TREE ROOT PRUNING	FOOT	65	8.00	520.00
44000100	FULL DEPTH PAVEMENT REMOVAL	SQ YD	340	8.00	2720.00
SP-62	FULL DEPTH PAVEMENT REMOVAL, SPECIAL	SQ YD	200	7.00	1400.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	45	10.00	450.00
SP-61	HMA SURFACE REMOVAL, 3"	SQ YD	640	7.00	4480.00
44000600	SIDEWALK REMOVAL	SQ FT	1,450	1.00	1450.00
SP-54	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	270	5.00	1350.00
SP-12	STORM SEWER REMOVAL, 10"	FOOT	52	7.00	364.00
SP-12	STORM SEWER REMOVAL, 12"	FOOT	109	7.00	763.00
SP-12	STORM SEWER REMOVAL, 18"	FOOT	257	10.00	2570.00
SP-12	STORM SEWER REMOVAL, 24"	FOOT	67	11.00	737.00
SP-15	SANITARY SEWER REMOVAL, 8"	FOOT	159	12.00	1908.00
SP-15	SANITARY SEWER REMOVAL, 12"	FOOT	406	12.00	4872.00
SP-13	WATERMAIN REMOVAL, 12"	FOOT	239	8.00	1912.00
67100100	MOBILIZATION	LSUM	1	45,000.00	45,000.00
SP-18	TEMPORARY CONSTRUCTION FENCE	FOOT	1,175	5.50	6462.50
SP-17	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1	8,000.00	8,000.00
SP-6	STREET SWEEPING AND DUST CONTROL	HOURL	50	50.00	2500.00
SP-14	DRAINAGE STRUCTURES TO BE REMOVED	EACH	10	400.00	4000.00
SP-16	SANITARY STRUCTURES TO BE REMOVED	EACH	1	400.00	400.00
SP-19	BUILDING AND SITE DEMOLITION	LSUM	1	115,000.00	115,000.00
SP-5	PRECONSTRUCTION VIDEOTAPING	LSUM	1	1500.00	1500.00
SP-4	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1	10,000.00	10,000.00
SUBTOTAL					227,136.50

2. Soil Erosion Sediment Control

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-8	TEMPORARY EROSION AND SEDIMENTATION CONTROL MAINTENANCE	MONTH	10	500.00	5,000.00
SP-10	TREE PROTECTION FENCE	FOOT	510	4.00	2040.00
28000510	INLET FILTERS	EACH	7	150.00	1050.00
28000400	PERIMETER EROSION BARRIER	FOOT	256	5.00	1280.00
25100630	EROSION CONTROL BLANKET	SQ YD	3,300	1.00	3300.00
SP-20	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	120	17.00	2040.00
28100107	STONE RIPRAP, CLASS A4	SQ YD	60	40.00	2400.00
28200200	FILTER FABRIC	SQ YD	235	3.40	799.00
SP-9	CULVERT INLET PROTECTION, AGGREGATE	EACH	1	2400.00	2400.00
SP-69	COBBLES, 12" DEPTH	SQ YD	55	98.00	5390.00
SUBTOTAL					25,699.00

3. Drainage and Excavation Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-21	EARTH EXCAVATION	CU YD	12,760	22.50	287100.00
SP-22	TOPSOIL FURNISH AND PLACE, 12"	SQ YD	6,500	6.80	44200.00
SP-25	TRENCH BACKFILL	CU YD	900	40.00	36,000.00
SP-55	POROUS GRANULAR EMBANKMENT	CU YD	450	8.00	3,600.00
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTION 12"	EACH	1	900.00	900.00
54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION 18"	EACH	1	920.00	920.00
54213669	PRECAST REINFORCED CONCRETE FLARED END SECTION 24"	EACH	1	1300.00	1300.00
54213681	PRECAST REINFORCED CONCRETE FLARED END SECTION 36"	EACH	1	2000.00	2000.00
54247090	GRATING FOR CONCRETE FLARED END SECTION 12"	EACH	1	220.00	220.00
54247110	GRATING FOR CONCRETE FLARED END SECTION 18"	EACH	1	250.00	250.00
54247130	GRATING FOR CONCRETE FLARED END SECTION 24"	EACH	1	300.00	300.00
54247170	GRATING FOR CONCRETE FLARED END SECTION 36"	EACH	1	410.00	410.00
550B0020	STORM SEWER, CLASS B, TYPE 1, 6" PVC	FOOT	10	75.00	750.00
SP-26	STORM SEWER, CL IV, RCP, 12"	FOOT	42	45.00	1890.00
SP-26	STORM SEWER, CL IV, RCP, 15"	FOOT	21	50.00	1050.00
SP-26	STORM SEWER, CL IV, RCP, 18"	FOOT	51	56.50	2881.50
SP-26	STORM SEWER, CL IV, RCP, 24"	FOOT	42	68.00	2856.00

SP-26	STORM SEWER, CL IV, RCP, 36"	FOOT	127	111.00	14097.00
SP-29	PLUG EXISTING STORM SEWER	EACH	1	500.00	500.00
60218400	MANHOLE TYPE A, T1F, CL, 4' DIA.	EACH	1	2800.00	2800.00
60200205	CATCHBASIN TYPE A, T3F, OL, 4' DIA.	EACH	1	3000.00	3000.00
60221100	MANHOLE TYPE A, T1F, CL, 5' DIA.	EACH	1	3200.00	3200.00
60236200	INLET, TYPE A, T8F, OL, 2' DIA.	EACH	2	1000.00	2000.00
60235300	INLET, TYPE A, T1F, CL, 2' DIA.	EACH	1	1000.00	1000.00
SP-28	MANHOLE TYPE A, T1F, OL, 8' DIA.(CONFLICT MANHOLE)	EACH	1	9968.00	9968.00
SP-27	CONSTRUCT 96" MANHOLE OVER EXISTING SEWER	EACH	1	10040.00	10040.00
SP-30	STORMCEPTOR, STC 900	EACH	1	17300.00	17300.00
SP-30	STORMCEPTOR, STC 2400	EACH	1	29500.00	29500.00
SP-34	SANITARY SEWER MANHOLE, STANDARD	EACH	3	3600.00	10800.00
SP-34	SANITARY SEWER MANHOLE, SHALLOW	EACH	2	3600.00	7200.00
SP-32	SANITARY SEWER, PVC SDR 26, 12"	FOOT	727	93.00	67611.00
SP-31	SANITARY SERVICE RECONNECTION	EACH	1	1000.00	1000.00
SP-33	CONCRETE SADDLE SUPPORT	EACH	2	1200.00	2400.00
SP-35	DEWATERING	LSUM	1	5000.00	5000.00
SP-58	CONDUIT, SCHEDULE 40 PVC, 2"	FOOT	240	20.00	4800.00
SP-58	CONDUIT, RIGID STEEL, 2"	FOOT	44	25.00	1100.00
SP-54	EXPLORATION TRENCH	FOOT/60-INCH DEPTH	50	10.00	500.00
SUBTOTAL					520,343.50

4. Pavement Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
35100300	AGGREGATE BASE COURSE, TYPE A 4"	SQ YD	235	6.90	1621.50
35100500	AGGREGATE BASE COURSE, TYPE A 6"	SQ YD	550	6.70	3685.00
40600100	BITUMINOUS MATERIALS, PRIME COAT	GAL.	960	3.00	2880.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	300	80.00	24,000.00
40603080	HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	500	70.00	35,000.00
SP-63	TEMPORARY SURFACE OVER TRENCH - (AGGREGATE)	SQ YD	960	3.00	2880.00
SP-64	TEMPORARY HOT MIX ASPHALT PATCH, 3", PLACEMENT AND REMOVAL	SQ YD	195	5.00	975.00
SP-65	CONCRETE BAND-12"	FOOT	40	25.00	1000.00
SP-65	CONCRETE BAND-24"	FOOT	20	50.00	1000.00
SP-66	POROUS UNIT PAVING	LUMP SUM	1	20,000.00	20,000.00
SP-50	PCC SIDEWALK, 5 INCH, NEW	SQ FT	1,467	6.00	8802.00
SP-52	COMBINATION CONCRETE CURB & GUTTER, TYPE B6.12	FOOT	121	15.00	1815.00
SP-52	COMBINATION CONCRETE CURB & GUTTER, TYPE B6.18	FOOT	252	28.00	7056.00
SP-51	DETECTABLE WARNINGS	SQ FT	24	50.00	1200.00
SP-54	PREPARATION OF AGGREGATE BASE	SQ YD	1,148	2.00	2296.00
SUBTOTAL					114,210.50

5. Watermain Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-36	ADJUSTING PVC WATER MAIN PIPE, 6"	FOOT	29	300.00	8700.00
SP-37	STEEL PIPE CASINGS 20"	FOOT	38	98.00	3724.00
SP-38	DUCTILE IRON WATERMAIN PIPE, 12", CL 52	FOOT	466	83.00	38698.00
SP-39	RESILIENT-SEATED GATE VALVE, 12" IN 6' VAULT	EACH	2	7500.00	15000.00
SP-40	FIRE HYDRANT REMOVAL	EACH	1	3200.00	3200.00
SP-41	FIRE HYDRANT WITH AUXILIARY VALVE	EACH	2	8500.00	17,000.00
SP-42	CONNECT TO EXISTING WATERMAIN, 12"	EACH	2	1000.00	2000.00
SP-43	LINE STOP EXISTING MAIN, 12"	EACH	2	5000.00	10000.00
SUBTOTAL					98,302.00

6. Landscaping

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-24	SOD, SALT TOLERANT, SPECIAL	SQ YD	950	6.00	5700.00
M2011700	SUPPLEMENTAL WATERING	UNIT	7	50.00	350.00
SP-67	INTERPRETIVE SIGN	EACH	1	600.00	600.00
SP-68	BENCH	EACH	2	1400.00	2800.00
SUBTOTAL					9450.00

Total Base Bid Amount (Sum of Item Nos. 1 thru 6)

\$ 1,055,141.50

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Watershed Improvements bidder J.S. Riemer, Inc.
(Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §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

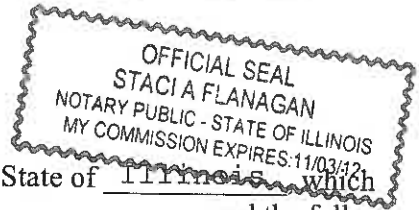
3 6 - 3 1 2 1 4 6 5

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 22nd day of June, 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 J.S. Riemer, Inc., and the full names of its Officers are as follows:

President: Jeff Riemer

Secretary: Susanne Jacques

Treasurer: _____

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

(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: Westfield Insurance Group

AGENT: D S & P Insurance Services

Street Address: 1530 Dundee Road

City, State, Zip Code: Palatine, IL

Telephone Number: (847) 934-6100

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: J.S. Riemer, Inc.

Print Name and Title of Authorizing Signature: Jeff Riemer, President

Signature:  _____

Date: June 22, 2011

MUNICIPAL REFERENCE LIST

Municipality: see attached
Address: _____
Contact Name: _____ Phone #: _____
Name of Project: _____
Contract Value: _____ Date of Completion: _____

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

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

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

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

3.5

Project & Location	Owner	Construction Manager	Contract Amount	Contract Date	Contact & Phone #
Sherman Hospital 2325 Fox Lane Elgin, IL	Sherman Health Systems 934 Center Street Elgin, IL 60120	Walsh Construction Co. 929 W. Adams Street Chicago, IL 60607	\$530,000.00	May 1, 2008	Tony Rossetti (312)563-5400
Batavia High School 1200 W. Wilson St. Batavia, IL	Batavia Public School District 101 335 W. Wilson St. Batavia, IL 60510	Lamp, Inc. 460 N. Grove Elgin, IL 60120	\$888,506.00	June 9, 2008	Steve Straub (847)741-7220
Hoffman Estates Fire Station #24 5775 Beacon Pointe Dr. Hoffman Estates, IL	Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169	MTI Construction Services, LLC 450 Shepard Drive, Suite 19 Elgin, IL 60123	\$315,250.00	July 18, 2008	Pat Woods (847)742-7200
Operations & Safety Building 19808 W. Grand Ave. Lindenhurst, IL	Lake County Forest Preserve 2000 N. Milwaukee Ave. Libertyville, IL 60048	MTI Construction Services, LLC 450 Shepard Drive, Suite 19 Elgin, IL 60123	\$807,800.00	July 22, 2008	Pat Woods (847)742-7200
Plainfield East High School 12001 S. Plainfield-Naperville Rd. Plainfield, IL	Plainfield CCSD #202 15732 Howard St. Plainfield, IL 60544	George Sollitt Construction 790 N. Central Ave. Wood Dale, IL 60191	\$296,000.00	July 22, 2008	Henry Ryan (630)860-7333
Prairie Avenue Downers Grove, IL	Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515		\$2,420,202.00	September 9, 2008	(630)454-5400
Willowbrook High School 1250 S. Ardmore Ave. Villa Park, IL 60181	DuPage School District 88 101 W. Highridge Rd. Villa Park, IL 60181	Bovis Lend Lease One North Wacker Drive, Suite 850 Chicago, IL 60606	\$188,500.00	December 16, 2008	Michael Lubawy (312)245-1000
136th Street / Dixie Highway Blue Island, IL	Cook County Highway Department 69 W. Washington, Room 2300 Chicago, IL 60602		\$2,341,378.26	June 16, 2009	Holly Cichy (312)603-1601
IDOT Contract #63170 Bike Path Hazel Crest, IL	IDOT 2300 S. Dirksen Pkwy. Springfield, IL 62764		\$299,119.50	August 12, 2009	(217)782-7820
Waubonsee Community College Route 47 & Waubonsee Drive Sugar Grove, IL	Waubonsee Community College Route 47 & Waubonsee Drive Sugar Grove, IL	Turner Construction 55 E. Monroe, Suite 3300 Chicago, IL 60603	\$903,000.00	December 18, 2008	Phil Lerman (312)327-2770

3.51

Average yearly work completed **\$10,500,000.00**

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) PCP Type of Work TRAFFIC CONTROL
Addr: _____ City West Chicago State IL Zip 60185

2) Midwest Chlorination Type of Work Line Stop, TAPS
Addr: _____ City BARTLETT State IL Zip _____

3) BRIGGS PAVING Type of Work ASphalt
Addr: _____ City Downers Grove State IL Zip 60515

4) Homer Tree Type of Work TREE Removable
Addr: _____ City Lockport State IL Zip 60441

5) B.B.F. Type of Work Temp fence
Addr: _____ City Addison State IL Zip 60101

6) _____ Type of Work _____
Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____
Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____
Addr: _____ City _____ State _____ Zip _____

CERTIFICATION OF QUALIFICATIONS

The proposer hereby certifies that he complies with all requirements of SP-3 including at least three (3) contracts of similar nature and scope within the last five (5) years, and has provided detailed supporting information.

Signed by:  _____ (Corporate Seal)

Title: President

Name & Address: J.S. Riemer, Inc.

of Contractor 16N158 Tyrrell Road

or Vendor Elgin, IL 60124

Project: WATERSHED IMPROVEMENTS, ST. JOSEPH SOUTH, SUB J (2ND AND CUMNOR)

Subscribed and sworn to before
me this 22nd day of June, 2011



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: J.S. Riemer, Inc.
ADDRESS: 16N158 Tyrrell Road
CITY: Elgin
STATE: IL
ZIP: 60124
PHONE: (847) 836-1027 FAX: (847) 836-1026
TAX ID #(TIN): 36-3121465

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE:  DATE: 6/22/11

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: J.S. Riemer, 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.**

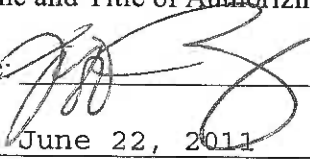
Teamsters Local 330

Operating Engineers Local 150

Laborers Local 2

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: Jeff Riemer, President

Signature:  _____

Date: June 22, 2011

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 _____

J.S. Riemer, Inc.

Title _____

President

Date _____

June 22, 2011

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

Village of Downers Grove

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: J.S. Riemer, Inc.

Address: 16N158 Tyrrell Road

City: Elgin Zip Code: 60124

Telephone: (847) 836-1027 Fax Number: (847) 836-1026

E-mail Address: jeffriemer1@msn.com

Authorized Company Signature: 

Print Signature Name: Jeff Riemer Title of Official: President

Date: June 22, 2011

CAMPAIGN DISCLOSURE CERTIFICATE

Village of Downers Grove

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

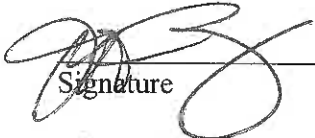
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Jeff Riemer
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



June 28, 2011

Village of Downers Grove
Mr. Andrew J. Sikich, P.E.
Assistant Director of Public Works - Engineering
5101 Walnut Ave.
Downers Grove, IL 60515

**Re: Watershed Improvements – St. Joseph South, Sub J - 2nd & Cumnor
Contractor Qualifications Review**

Dear Mr. Sikich:

V3 has reviewed the qualifications of the bidders for the above referenced project for accordance with the Project Manual dated June 9, 2011 as well as the Addendum issued June 22, 2011. Upon review of the qualifications provided, V3 concludes that the following companies meet the specified qualifications:

Copenhaver Construction

121 Center DR,
Gilberts, IL 60136

J.S. Riemer, Inc.

16N158 Tyrell Rd.
Elgin, IL 60124

Encap, Inc.

1709 Afton Road
Sycamore, IL 60178

Martam Construction

1200 Gasket Dr.
Elgin, IL 60120

Lake County Grading

P.O. Box L
Libertyville, IL 6048



In accordance with Special Provision 3 – Qualifications of Bidders, *“In order to be considered a responsible bidder the bidder must have particular experience in having successfully constructed projects of a similar size and scope, specifically including excavation and soil preparation for a naturalized (planted with native vegetation) storm water facility”* as well as *“Bidder must provide detailed information regarding three (3) similar projects performed by the submitting firm within the past five (5) years”*. Upon review of the qualifications provided, specifically the project experience provided, V3 concludes that the following companies did not meet the specified qualifications:

H. Linden & Sons Sewer & Water, Inc.

806 East Main Street
Yorkville, IL 60560

Trine Construction Corp.

27W364 North Ave
West Chicago, IL 60185

Swallow Construction

4250 Lacey Road
Downers Grove, IL 60515

Should you have any question and/or concerns, feel free to call me at any time.

Sincerely,

V3 Construction Group

A handwritten signature in blue ink, appearing to read 'Keith C. Butkus'.

Keith C. Butkus, P.E.
Senior Project Manager