

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**SEPTEMBER 6, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: Lot A Retaining Wall Rehabilitation (P-012-11)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to authorize award of a contract for the Lot A Retaining Wall Rehabilitation (CIP P-012-11) to Martam Construction, Inc. of Elgin, Illinois in the amount of \$86,800.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals identified *Top Quality Village Infrastructure and Facilities*.

**FISCAL IMPACT**

The FY11 budget includes \$90,000 in the Parking Fund.

**RECOMMENDATION**

Approval on the September 6, 2011 consent agenda.

**BACKGROUND**

The Lot A retaining wall is located within the Downtown Business District on the south side of Warren Avenue between Main Street & Forest Avenue. The retaining wall is necessary due to the change in grade at the parking lot. The retaining wall was constructed in 2001 and requires rehabilitation due to its condition, as portions of the wall have failed. The failure of the wall is attributed to the way the railing is attached to the concrete wall, which will be corrected with this project.

The work includes the rehabilitation of a 240' long existing cast-in-place, reinforced, colored concrete retaining wall involving full depth saw cutting of walls and columns, removal of existing decorative ornamental fence, handrails, wall caps, coping, and street light poles, installation of decorative ornamental fence, handrails, wall caps, coping, and street light poles, caulking and sealing of existing wall cracks, and wall resurfacing.

Bids were received on Thursday, August 4, 2011. A base and alternate bid were requested. The purpose of the alternate bid was to have an alternative if the base bid (which is desired in this case) was higher than budget. Both the base and alternate bid consists of the removal and replacement of existing decorative ornamental fence, handrails, wall caps, coping, and street light poles, and resurfacing the wall face. The base bid involves saw cutting and disposing of the top one foot (1') of the entire wall and the alternate bid involves partial depth saw cutting and point repairs of the wall and columns. Based on the bid results (the desired base bid is within the budgeted amount), staff recommends proceeding with the base bid.

A synopsis of the bids is as follows:

Contractor	Total Base Bid	Total Alternate Bid	
Martam Construction, Inc.	\$86,800	\$86,000	low bid
Continental Construction, Co.	\$88,380	\$92,380	
R.A. Ubert Construction, Co.	\$118,650	\$118,650	

Martam Construction has successfully performed streetscape work for the City of Wheaton, Des Plaines, Elgin, and the Village of Mount Prospect. Positive reviews were given for Martam's performance. Martam also did the DBD streetscape work for the Village of Downers Grove between 1998 & 2001.

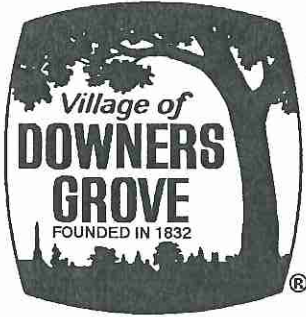
**ATTACHMENTS**

Bid Contract Form

Campaign Disclosure Certificate

Contractors Evaluation Form

CIP Sheet



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Martam Construction, Inc.
- II. Instructions and Specifications:
- A. Bid No.: P-012-11
  - B. For: LOT A RETAINING WALL REHABILITATION PROJECT
  - C. Bid Opening Date/Time: THURSDAY, AUGUST 4, 2011 @ 10:00 AM
  - D. Pre-Bid Conference Date/Time: THURSDAY, JULY 28, 2011 @ 1:00 PM (REQUIRED)
  - E. Pre-Bid Conference Location: Project Site across from 1030 WARREN AVENUE, DOWNTOWN DOWNERS GROVE, IL
  - F. Specs Available for pickup at the Public Works Building, 5101 Walnut Downers Grove, IL. 60515, for a non-refundable deposit of TEN Dollars (\$10.00).
- 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, JULY 21, 2011

This document comprises 95 pages

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

BRIAN PARKS  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5460  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

**CALL FOR BIDS – FIXED WORKS PROJECT**

**Bid No.:** P-012-11

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

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

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

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

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

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

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

### **1. GENERAL**

1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to:  
THURSDAY, AUGUST 4, 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, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.

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

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

### **2. BID PREPARATION**

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

- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the contract and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willful or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued.

Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

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

This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

3.2 If the pre-bid conference is optional, those unable to attend may submit question in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in 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 five percent (5%) 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 the Village's bid mailing list.

#### **6. BID REJECTION**

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

#### **7. BIDDER COMPETENCY**

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the 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 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 contractor will be returned within fifteen (15) days after the Village Council has awarded the Contract and the required appurtenances to the Contract have been received.

**12. FAILURE TO ENTER INTO CONTRACT**

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

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

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

**13. SECURITY FOR PERFORMANCE**

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

**14. TAX EXEMPTION**

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

**15. RESERVED RIGHTS**

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

**16. CATALOGS AND SHOP DRAWINGS**

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

**17. TRADE NAMES AND SUBSTITUTIONS**

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

**II. TERMS AND CONDITIONS**

**18. VILLAGE ORDINANCES**

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

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

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

**20. HOURS OF WORK**

- 20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village.

**21. PERMITS AND LICENSES**

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

**22. INSPECTION**

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

**23. DELIVERIES**

- 23.1 All materials shipped to the Village must be delivered F.O.B. Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

**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.

25.1.3 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**26. SEXUAL HARASSMENT POLICY**

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

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

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

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

**27. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

**28. DRUG FREE WORK PLACE**

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

28.1.1 Publishing a statement:

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

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

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

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

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

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

(1) the dangers of drug abuse in the workplace;

(2) the Village's or Contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance programs;

(4) the penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 28.1.1 to each employee engaged in the performance of the Contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 28.1.1 above from an employee or otherwise receiving actual notice of such conviction.

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

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

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

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

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 1302, 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 Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**32. INSURANCE REQUIREMENTS**

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

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

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

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

- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any 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 coverage's required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverage's and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

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

**33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

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

**34. SUBLETTING OF CONTRACT**

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

**35. TERMINATION OF CONTRACT**

35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Awarded Bidder, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing the Contractor by the Village.

**36. BILLING AND PAYMENT PROCEDURES**

36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule.

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

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

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 of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**42. GUARANTEE PERIOD**

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

**43. SUCCESSORS AND ASSIGNS**

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

**44. WAIVER AND BREACH OF CONTRACT**

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

**45. CHANGE ORDERS**

- 45.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.
- 45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

**46. SEVERABILITY OF INVALID PROVISIONS**

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

**47. GOVERNING LAW**

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

**48. NOTICE**

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

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

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

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

**50. COOPERATION WITH FOIA COMPLIANCE**

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

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

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

### **III. GENERAL PROVISIONS**

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

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

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

- 2.1 The Contractor will be supplied with a minimum of two (2) sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

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

- 3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
  - 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
    - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the work specified in this Contract.

3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.

3.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment.

In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.

3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within thirty (30) minutes. If, after normal working hours, the requested signs are not in place within three (3) hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

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

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

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

- 4.1.2 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule.

**5. MEASUREMENT AND PAYMENT**

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

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

- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies.

All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

#### **IV. SPECIAL PROVISIONS**

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

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

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

#### **SP-1 GENERAL SCOPE OF WORK**

**Description:** This project shall generally consist of the following:

Base Bid:

- 1.) The rehabilitation of a 240' L x 4' avg. H x 10" W existing cast-in-place, reinforced, colored concrete retaining wall.
- 2.) Traffic control.
- 3.) Full depth saw cutting of walls and columns.
- 4.) Removal of existing decorative ornamental fence, handrails, wall caps, coping, and street light poles.
- 5.) Installation of decorative ornamental fence, handrails, wall caps, coping, and street light poles.
- 6.) Caulking and sealing of existing retaining wall cracks.
- 7.) Resurfacing of retaining wall.
- 8.) Protective shield system.

Alternate Bid:

- 1.) Point repairs of a 240' L x 4' avg. H x 10" W existing cast-in-place, reinforced, colored concrete retaining wall.
- 2.) Traffic control.
- 3.) Partial depth saw cutting of walls and columns.
- 4.) Removal of existing decorative ornamental fence, handrails, wall caps, coping, and street light poles.
- 5.) Installation of decorative ornamental fence, handrails, wall caps, coping, and street light poles.
- 6.) Caulking and sealing of existing retaining wall cracks.
- 7.) Resurfacing of retaining wall.
- 8.) Protective shield system.

#### **SP-2 LOCATION OF PROJECT**

**Description:** This project is located on the south side of Warren Avenue between Main Street and Forest Avenue in Downtown Downers Grove, IL, DuPage County. See map listed in Appendix A.

**SP-3 SCHEDULING OF CONSTRUCTION**

**Description:** At project location, restoration of roadway, sidewalk, parking lot, and landscaped areas shall commence no later than 1 day after the Work is complete. *A construction progress schedule shall be submitted by the Contractor to the Engineer at the pre-construction meeting showing all work items to be constructed as part of the project.*

**SP-4 GENERAL CONSTRUCTION REQUIREMENTS**

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

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

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

The Contractor shall maintain traffic flow on all streets that construction takes place 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-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, retaining walls, 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 TREE PROTECTION**

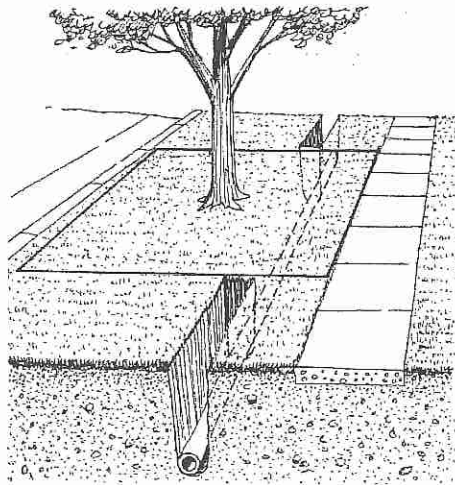
**Description:** Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. See Municipal Codes 24-7 and 24-8 on Pages 93-95 of Appendix A. 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.

Parkway Tree diameter at 4.5'	Width street to property (min. curb to sidewalk)	Length along street street(minimum)	Depth
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 provision of Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the Contractor may be subject to the following provisions:

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

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

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

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

**SP-7 EROSION AND SEDIMENTATION CONTROL**

**Description:** Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein. See Page 84 of Appendix A for detail drawing.

All downstream ditches shall be protected from erosion and sedimentation by the installation of straw bale and/or silt fence ditch checks. 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 straw bales. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, straw bales, or solid lids, as authorized in the field by the Engineer.

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

Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

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

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

**SP-8 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 for the barricading the limits of the work zone, which is the length of the retaining wall measured from the front face of wall to the outside edge of parallel parking stalls on the south side of Warren Avenue, using Type I barricades with sandbags for each barricade, orange construction fencing, two (2) "Sidewalk Closed Ahead" signs, and two (2) "Stairway Closed" signs, used for the purpose of regulating, warning, or directing traffic during the construction of this project. Signage for detour routes and/or road closures is not anticipated. 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.

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 3:30PM to Monday morning at 7:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

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

The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

**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-9 STREET SWEEPING AND DUST CONTROL**

**Description:** All surfaces within the designated construction work zone shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris shall be removed from the construction work zone to the satisfaction of the Engineer by any one or combination of the following: an approved mechanical sweeping equipment, manual labor, or other approved technique.

Whenever ordered by the Engineer, the Contractor shall mechanically sweep and power wash the work site.

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

**STREET SWEEPING AND DUST CONTROL,**

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

**SP-10 PROTECTIVE SHIELD SYSTEM, SPECIAL**

**Description:** This work shall consist of the erection, maintenance, removal, and disposal of a protective shield system to ensure protection to vehicles and pedestrians adjacent to the project site as specified in Article 501.03 of the Standard Specifications except as modified herein and as directed by the Engineer.

Protective Shield System shall include:

- a) New heavy duty yellow tarps measuring 6' x 20' with eyelets every 18-24 inches, reinforced corners, and rope reinforcement in the hem. Tarps shall be installed edge to edge the full length of the parking lot, secured by heavy duty plastic quick/zip ties, to a minimum of thirty (30) 8 foot tall perforated posts spaced 8 feet center-to-center maximum located between the retaining wall and parking lot (minimum height of posts and sheeting to be 6 feet);
- b) Complete restoration of any damaged shrubs, groundcover, trees, or irrigation system to the satisfaction of the Engineer.

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

**PROTECTIVE SHIELD SYSTEM, SPECIAL,**

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

Working drawings and calculations prepared and sealed by an Illinois Licensed Structural Engineer will not be required as part of this item.

**SP-11 SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER**

**Description:** This work shall consist of the furnishing, installation, cleaning, and removal of a drainage structure inlet filter assembly consisting of a frame and filter bag to collect sediment in surface storm water runoff at locations directed by the Engineer.

The drainage structure inlet filter shall be the *“Catch-All Inlet Basket Filter” as manufactured by Mar-Mac Manufacturing Company, Inc.* or approved equal. A detailed drawing on Page 92 of Appendix A depicts the drainage structure inlet filter assembly.

The Contractor shall inspect the work site to determine the number and dimensions of the various types of drainage structure frames (circular and rectangular) into which the inlet filters will be installed prior to ordering materials.

The drainage structure inlet filter assembly shall remain in place until final removal of the assembly is directed by the Engineer. The drainage structure inlet filter assembly shall remain the property of the Contractor.

Cleaning of the filter is to be periodically performed as directed by the Engineer for the duration of the use of each drainage structure inlet filter assembly. The Engineer shall be the sole judge of the need for cleaning based on the rate that debris and silt is collected at each inlet filter location.

Final removal of the assembly shall include the disposal of debris or silt that has accumulated in the filter bag at the time of final removal. Periodic cleaning of the filter is included as part of this pay item.

A clean used bag and used steel frame, in good condition, meeting the approval of the Engineer, may be substituted for new materials.

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

**SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER,**

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

**SP-12 REMOVAL AND RELOCATION OF EXISTING ORNAMENTAL ALUMINUM FENCE**

**Description:** This work shall consist of the removal, salvage, and relocation of the existing decorative, bracket mounted, ornamental aluminum fence. The fence shall be relocated and installed using telescoping steel sign supports per Section 728 of the SSRBC and IDOT Standard 728001-01. See Page 85 of Appendix A for Detail drawing.

**Materials and Construction Requirements:** No removal work will be permitted without prior approval of the Engineer.

Fence posts and fence sections shall be identified in a non-destructive manner prior to removal so that replacement of fence sections will remain the same when reinstalled. Extreme care shall be taken to protect all existing trees, shrubs, groundcover, and in-ground irrigation system during the removal and replacement of all fence sections.

Any damage to trees, shrubs, groundcover or in-ground irrigation system determined by the Engineer as a result of contractor operations shall be replaced in kind (same size, species, material type) at the Contractor's expense. Detailed videotaping of the aforementioned landscape items per Special Provision SP-5 is strongly encouraged.

Once all fence sections are removed, they shall be stored in a safe, secure location until re-installed. All hardware (i.e. brackets, screws, etc.) shall be salvaged and used to reinstall the fence to new fence posts.

Any lost or stolen brackets, screws, fence caps or fence sections shall be replaced with the same manufacturer type, material, and color to match existing fence at the Contractor's expense. Fence is manufactured by Master-Halco, Inc. Fence style is "B" Type Imperial and Estate Combination with pressed point tops and round post caps.

Fence posts shall be removed from fence sections in a non-destructive manner so as not to damage the fence sections. Five foot (5') long telescoping steel sign support bases shall be installed in the ground six inches (6") off of the back face of wall with top of the base no less than one foot (1') above the existing grade. Fence panels shall be re-attached to new fence posts using salvaged brackets or new brackets supplied by the manufacturer.

New aluminum fence posts shall be used for replacement of all existing fence posts. New aluminum fence posts shall be included in the cost of REMOVAL AND RELOCATION OF EXISTING ORNAMENTAL ALUMINUM FENCE pay item.

**New Fence Post Specifications:**

- Model: Colonial Plus Spear 3-rail commercial aluminum fence.
- Height: 60 inches.
- Posts: 2½" x 2½" square, 0.125" wall thickness, 6063 T6 aluminum tubular members, having an ultimate tensile strength of at least 30,000 psi and yield strength of at least 25,000 psi.
- Finish: Polyester powder coat meeting or exceeding AAMA 2603-03 specifications.
- Color: Black.

The new post shall be modified by carefully cutting in half in order to install over the telescoping steel sign supports (See detail on Page 85). New posts shall be fastened by means of drilling holes to accommodate the specified bolt and fastener sizes for the five foot (5') long telescoping steel sign support bases and then secured to the steel sign support base. The number of holes drilled in each fence post shall be no more than two (2) spaced at twelve inch (12") centers measured vertically from the existing grade.

The horizontal location of the relocated fence shall be measured six inches (6") off of the back face of the retaining wall. Fence shall be installed plumb, level, straight, square, accurately aligned, correctly located to proper elevation (from top of precast concrete coping), and secure.

All work shall be in accordance with the Contract Drawings and Standard Specifications. The installation of telescoping steel sign supports shall be done per Article 728.04(b).

Master-Halco, Inc.  
1261 Atlantic Drive  
W. Chicago, IL 60185  
(630) 293-5560  
(800) 899-6113 Toll-Free

**Submittals:**

- A. Comply with Section 01330 (01 33 00) – Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including installation instructions.
- C. Shop Drawings: Submit manufacturer's shop drawings, indicating materials, dimensions, tolerances, hardware, fasteners, mounting, accessories, and finish.

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

**REMOVAL AND RELOCATION OF EXISTING ORNAMENTAL ALUMINUM FENCE,**

which price shall be payment in full for telescoping steel sign supports, dismantling of fence, new fence posts, fence post connections, mounting hardware, touch-up spray paint, and all work necessary for the relocation of the fence as specified herein.

**SP-13 LIMESTONE COPING AND PIER CAP REMOVAL (NO SALVAGE)**

**Description:** This work shall consist of the removal and disposal of existing limestone coping and pier caps from the retaining wall. Coping and caps shall be palletized and removed from project site the day they are removed from the retaining wall.

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

**LIMESTONE COPING AND PIER CAP REMOVAL (NO SALVAGE),**

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

**SP-14 HANDRAIL REMOVAL AND REPLACEMENT**

**Description:** This work shall consist of furnishing, erecting, and painting metal handrails, and furnishing, erecting, maintaining, and removing temporary steel handrails as specified and in accordance with Section 055200 of the Technical Specifications herein.

The two (2) existing handrails shall be removed from the concrete stairway entrance in the retaining wall and replaced with two (2) free-standing Aluminum handrails, cored and set into existing PCC sidewalk and stairs. See detail drawing on Page 87 of Appendix A.

Existing handrails shall be removed by methods to not crack, break, chip, or excessively scar the retaining wall. The handrail wall pockets shall be cleaned of all debris and filled with a "buff" colored epoxy grout mixture approved by the Engineer.

The new free-standing handrails shall be aluminum tubular members with a polyester powder coat finish meeting or exceeding AAMA 2603-03 specifications. Handrail color shall be black.

**Stair Handrails:** Handrails shall be adequate in strength and attachment in accordance with Section 1607.7 of the International Building Code (IBC) as adopted, and amended by the Village and the Municipal Code. Handrails shall also meet all Federal & State regulations.

**Continuity:** Handrails shall be continuous along both sides of stairs. Handrail-gripping surfaces shall be continuous, without interruption by newel posts or other obstructions.

**Height:** Handrail height shall be measured above stair tread nosings and shall be uniform and not less than 34 inches and not more than 38 inches.

**Size and Spacing of Handrails:** The width of the handrail gripping surface shall be 1-1/4 inch to 1-1/2 inch. Handrails shall be mounted with a 3 inch space between the wall and the grab bar. Handrails may be located in a recess if the recess is a maximum of 3 inches deep and extends at least 18 inches above the top of the rail.

**Clearance:** Clear space between a handrail and a wall or other surface shall be a minimum of 3 inches. A handrail and a wall or other surface adjacent to the handrail shall be free of any sharp or abrasive elements.

**Non-Circular Cross Sections:** Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6-1/4 inches maximum, and a cross-section dimension of 2-1/4 inches maximum.

**Fittings:** Handrails shall not rotate within their fittings.

**Stair Handrail Extensions:** Handrails shall extend horizontally at least 12 inches beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser.

**Top Extension at Stairs:** At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface.

**Bottom Extension at Stairs:** At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface.

Ends of stair handrails shall be either rounded or returned smoothly to floor, wall or post.

Cored openings around installed handrail posts shall be sealed with an approved, high performance, construction grade, Polyurethane Self-Leveling Sealant matching the color of existing PCC sidewalk and stairs.

**New Handrail Specifications:**

Handrail: 1-1/2 inch diameter 16 gauge 316 grade aluminum tubing.

Infill: 1/2" diameter x 14 gauge 304 grade aluminum balusters.

Posts: 1-1/2 inch diameter 16 gauge 316 grade aluminum tubing.

Handrails shall be secured to posts using 316 grade cast aluminum fittings with rubber plugs to minimize baluster movement.

**Submittals:**

- A. Comply with Section 01300 (01 33 00) – Submittal Procedures.
- B. Product Data: Submit manufacturer’s product data, including installation instructions.
- C. Shop Drawings: Submit manufacturer’s shop drawings, indicating materials, dimensions, tolerances, hardware, fasteners, mounting, accessories, and finish.

The following items are to be included in the work:

- Removal of existing handrails.
- Temporary galvanized steel safety handrails, shoring, and bracing.
- Cutting/coring of PCC concrete; setting of plates, inserts, hardware; hydraulic cement; self-leveling sealant; and any other built-ins.
- Temporary shoring or bracing of handrails after erection.
- Cleaning of stairwell.
- Final cleaning of handrails.

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

**HANDRAIL REMOVAL AND REPLACEMENT,**

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

**SP-15 STREET LIGHT POLE REMOVAL AND REPLACEMENT**

**Description:** This work shall consist of the disconnecting, removal, storing, and replacement of three (3) 12-foot cast aluminum, street light poles and luminaires and components thereof, as specified herein and as directed by the Engineer. No removal work shall be permitted without the approval from the Engineer.

**GENERAL ELECTRICAL REQUIREMENTS**

The following shall be added to Articles 801.05(a) and 830 of the Standard Specifications:

Condition of Existing Systems. Prior to removing poles and luminaires the Contractor shall carefully inspect the condition of the poles and luminaires to document any defects in materials or finish and to identify any missing parts necessary to provide a pole and luminaire ready for re-installation.

The Contractor shall conduct an inventory of all existing electrical wiring of each pole, making note of any parts which are found broken, missing, defective or malfunctioning.

The Engineer must be informed in writing of any broken, missing, defective or malfunctioning parts prior to the Contractor removing the poles and luminaires from the foundation base.

Megger and load readings shall be taken for all existing circuits which will remain in place. All existing lighting and receptacle circuits shall remain operable after poles are removed for the duration of construction.

The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record.

Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition.

The Contractor shall have full responsibility for providing a complete and functional pole, luminaries, and receptacle free of defects once the poles are removed from the foundation base.

Wiring, fuses, splices, and any other materials necessary to re-connect the light pole and receptacle to the electrical system and create a fully functional street light pole, luminaire and receptacle will be the responsibility of the Contractor.

Light pole foundations, anchor bolts, conduits, wires, ground rods, and grounding wires shall be protected by means of a hard shell, non-metallic cover approved by the Engineer and secured to the foundation for the duration of the project.

Splicing of Lighting Cables. Splices above grade, such as in poles and junction boxes, shall have a waterproof sealant and a heat-shrinkable plastic cap. The cap shall be of a size suitable for the splice and shall have a factory-applied sealant within. Additional seal of the splice shall be assured by the application of sealant tape or the use of a sealant insert prior to the installation of the cap. Either method shall be assured compatible with the cap sealant.

Tape sealant shall be applied in not less than one half-lapped layer for a length at least ¼-inch longer than the cap length and the tape shall also be wrapped into the crotch of the splice.

Insert sealant shall be placed between the wires of the splice and shall be positioned to line up flush or extend slightly past the open base of the cap.

Lighting Cable Identification. Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.

Lighting Cable Fuse Installation. Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided.

An oxide inhibiting lubricate shall be applied to the wire for minimum connection resistance before the terminals are crimped on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations.

The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side).

All terminations shall be completed with compression-type copper sleeves and heat shrinkable caps with factory applied sealant. See Detail Drawing SLT-05 on Page 89 of specifications.

Where terminations are made for fuse kits, the terminations shall be made at main buss with wire connecting directly to crimp connection on fuse kit with no splices between.

The main splices shall be completed as stated in paragraph above. The wire on other end of fuse kit shall connect directly to plug/ballast with no splices between.

The wire connecting to the fuse kits shall be a minimum of 18 inches to allow fuse kits to be pulled out of the access hand hole.

All pole wiring shall be correctly color-coded. Example: White = Neutral; Green = Ground; separate colors for the hot wires for the outlet and fixture must also be used.

All wires shall be free of nicks, flat spots, exposed copper or damaged insulation.

**Method of Measurement:** Each street light pole and all associated components removed and replaced shall be counted as a unit for payment.

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

**STREET LIGHT POLE REMOVAL AND REPLACEMENT,**

which price shall include all labor and materials necessary for the work as specified herein.

**SP-16 MAINTENANCE OF PEDESTRIAN ACCESS TO ABUTTING PROPERTIES**

**Description:** This work shall consist of measures taken to ensure pedestrian access to properties abutting the project site as specified in Article 107.09 of the Standard Specifications and as detailed in this special provision.

The Contractor shall be responsible for providing and maintaining temporary measures as may be necessary to ensure pedestrian access to cultural, commercial, retail, and civic entrances during business hours and to parking lot commuters at times coordinated with the Village and commuter. Temporary measures may consist of steel plates, temporary wood ramps or other means to provide a safe walking surface to an entrance. Handrails or other means meeting the approval of the Engineer shall be provided on either side of the walking surface whenever there is a vertical drop of six (6) inches or more between the walking surface and adjacent areas under construction. At a minimum, temporary wood ramps shall be constructed as shown in the plan details to a length as needed to provide safe access across areas under construction.

Any change to pedestrian access during construction shall be pre-approved by the Engineer prior to its implementation and coordinated with the properties that may be impacted with at least 48 hour notice. A minimum five (5) foot wide, durable, sidewalk surface shall be maintained at all times when adjacent to the right-of-way line.

When blocking or obstructing public sidewalks, pedestrian traffic shall be detoured to a durable, all-weather surface with signing and barricades as provided in Highway Standard 701801 as part of these specifications.

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

**MAINTENANCE OF PEDESTRIAN ACCESS TO ABUTTING PROPERTIES,**

which price shall include all labor, materials and equipment for the work as specified herein. Detours for pedestrian traffic shall be paid for as specified under the **TRAFFIC CONTROL AND PROTECTION** special provision.

**SP-17 REMOVAL OF EXISTING STRUCTURES, SPECIAL**

**Description:** This work shall consist of the saw cutting, removal, and disposal of a portion of an existing 10" thick concrete reinforced retaining wall as indicated by location. All concrete shall be removed by methods in accordance with Article 501 of the SSRBC, except as modified herein.

Removal of existing retaining wall shall include:

- a) Heavy duty visqueen Polyethylene Sheeting (for protection of surrounding sidewalks);
- b) Thirty (30) non-warped, good condition, 4' x 8' sheets of exterior grade plywood approved by Engineer (for protection of surrounding sidewalks);
- c) All horizontal and vertical saw cuts up to 10 inch deep for concrete walls;
- d) All horizontal and vertical saw cuts up to 16 inch deep for concrete columns;
- e) Breaking, removal, and disposal of concrete wall and debris from site;
- f) Installation and maintenance of safety railing and/or covering for all openings per OSHA standards;
- g) Container for disposal of concrete slurry;
- h) Power washing concrete stairs, walls, sidewalks, curb & gutter, and pavement;
- i) Complete restoration of damaged parkways and landscaping to the satisfaction of the Engineer.

All existing steel reinforcement shall be cut flush with the final concrete surface.

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

**REMOVAL OF EXISTING STRUCTURES, SPECIAL,**

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

**SP-18 DECORATIVE PRECAST CONCRETE COPING**

**Description.** This work shall consist of furnishing and installing approximately fifty-five (55) pieces of variable length 2½" thick x 14" wide decorative precast architectural concrete coping in accordance with Section 03450 of the Technical Specifications herein.

Field measurements shall be taken by the Contractor and submitted to the precast manufacturer for fabrication upon approval of the Engineer.

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

**DECORATIVE PRECAST CONCRETE COPING,**

which price shall be payment for all labor, structural engineering, anchorage, equipment and materials

associated with the installation of this item.

**SP-19 DECORATIVE PRECAST CONCRETE CAP**

**Description.** This work shall consist of furnishing and installing eight (8) 18” long x 18” wide x 2½” thick decorative precast architectural concrete caps of the dimensions as specified and in accordance with Section 03450 of the Technical Specifications herein.

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

**DECORATIVE PRECAST CONCRETE CAP,**

which price shall be payment for all labor, structural engineering, anchorage, equipment and materials associated with the installation of this item.

**SP-20 CONCRETE RETAINING WALL RESURFACING**

**Description:** This work shall consist of a polymer modified cementitious topping formulated for resurfacing all exposed surfaces of the concrete retaining wall, including the short back face of wall, in accordance with Section 09980 of the Guide Specification herein. The color-pak color additive shall be “harvest wheat”.

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

**CONCRETE RETAINING WALL RESURFACING,**

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

**SP-21 STRUCTURAL REPAIR OF CONCRETE – TO MATCH EXISTING, (SPECIAL)**

**Description:** This work shall consist of structurally repairing the concrete retaining wall by method of point repairs and in accordance with Article 501.05 of the SSRBC, except as modified herein.

Materials: Materials shall be according to the following:

Item	Article/Section
(a) Portland Cement Concrete (Note1) .....	1020
(b) R1 or R2 Mortar (Note2)	
(c) Normal Weight Concrete (Note 3)	
(d) Shotcrete (High Performance) (Note 4)	
(e) Reinforcement Bars .....	1006.10
(f) Anchor Bolts .....	1006.09
(g) Water .....	1002
(h) Curing Compound (Type I) .....	1022
(i) Cotton Mats .....	1022.02
(j) Protective Coat .....	1023.01
(k) Epoxy (Note 5) .....	1025
(l) Mechanical Bar Splicers (Note 6)	

- Note 1. The concrete shall be Class SI, except the cement factor shall be a minimum 6.65 cwt/cu. yd., the coarse aggregate shall be a CA 16, and the strength shall be a minimum 4000 psi compressive or 675 psi flexural at 14 days. A high range water-reducing admixture shall be used to obtain a 5-7 inch slump, but the cement factor shall not be reduced. This cement factor restriction shall also apply if a water-reducing admixture is used.
- Note 2. The R1 or R2 mortar shall be from the Department's approved list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs with coarse aggregate added. The amount of coarse aggregate added to the R1 or R2 Mortar shall be per the manufacturer's recommendations. The coarse aggregate gradation shall be CA 16 from an Aggregate Gradation Control System source or a packaged aggregate meeting Article 1004.02 with a maximum size of 1/2 inch. The R1 or R2 Mortar and coarse aggregate mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 inch slump.
- Note 3. The packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. Proportioning shall be according to ASTM C 387, except the minimum cement factor shall be 6.65 cwt/cu.yd. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The coarse aggregate shall be a maximum size of 1/2 inch. The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 inch slump.
- Note 4. A packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method shall be provided according to ASTM C 1480. An accelerator is prohibited, except the shotcrete may be modified at the nozzle with a non-chloride accelerator for overhead applications. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C1116.

The packaged shotcrete shall have a maximum water soluble chloride ion content of 0.06 % by weight (mass) of cement. The test shall be performed according to ASTM C 1218, and the hardened shotcrete shall have an age of 28 to 42 days at the time of test. The test shall be performed a minimum of once every two years.

Each individual aggregate used in the packaged shotcrete shall have either a maximum ASTM C 1260 expansion of 0.16 percent or a maximum ASTM C 1293 expansion of 0.040 percent. However, the ASTM C 1260 value may be increased to 0.27 percent for each individual aggregate if the cement total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) does not exceed 0.60 percent. As an alternative to these requirements, ASTM C 1567 testing which shows the packaged shotcrete has a maximum expansion of 0.16 percent may be submitted.

The ASTM C 1260, C 1293, or C 1567 test shall be performed a minimum of once every two years.

The 7 and 28 day compressive strength requirements in ASTM C 1480 shall not apply. Instead the shotcrete shall obtain a minimum compressive strength of 4000 psi at 14 days.

The packaged shotcrete shall be limited to the following proportions:

The portland cement and finely divided minerals shall be 6.05 cwt/cu. yd. to 8.50 cwt/cu. yd. for Type FA and 6.05 cwt/cu. yd. to 7.50 cwt/cu. yd. for Type CA. The portland cement shall not be below 4.70 cwt/cu. yd. for Type FA or CA.

The finely divided mineral(s) shall constitute a maximum of 35 percent of the total cement plus finely divided mineral(s).

Class F fly ash is optional and the maximum shall be 20 percent by weight (mass) of cement.

Class C fly ash is optional and the maximum shall be 25 percent by weight (mass) of cement.

Ground granulated blast-furnace slag is optional and the maximum shall be 30 percent by weight (mass) of cement.

Microsilica is required and shall be a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent. As an alternative to microsilica, highreactivity metakaolin may be used at a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent.

Fly ash shall not be used in combination with ground granulated blast-furnace slag. Class F fly ash shall not be used in combination with Class C fly ash. Microsilica shall not be used in combination with high-reactivity metakaolin. A finely divided mineral shall not be used in combination with a blended hydraulic cement, except for microsilica or high-reactivity metakaolin.

The water/cement ratio as defined in Article 1020.06 shall be a maximum of 0.42.

The air content as shot shall be 4.0 – 8.0 percent.

Note 5. In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.

Note 6. Mechanical bar splicers shall be from the approved list of Mechanical Reinforcing Bar Splicers/ Coupler Systems, and shall be capable of developing in tension at least 125 percent of the yield strength of the existing reinforcement bar.

Equipment: Equipment shall be according to Article 503.03 and the following.

Chipping Hammer – The chipping hammer for removing concrete shall be a light-duty pneumatic or electric tool with a 15 lb. maximum class or less.

Blast Cleaning Equipment – Blast cleaning equipment for concrete surface preparation shall be the abrasive type, and the equipment shall have oil traps.

Hydro-demolition Equipment – Hydro-demolition equipment for removing concrete shall be calibrated, and shall use water according to Section 1002.

High Performance Shotcrete Equipment – The batching, mixing, pumping, hose, nozzle, and auxiliary equipment shall be for the wet-mix shotcrete method, and shall meet the requirements of ACI 506R.

### **Construction Requirements**

General: The repair methods shall be either formed concrete repair or shotcrete. The repair method shall be selected by the Contractor with the following rules.

- (a) Rule 1. For formed concrete repair, a subsequent patch to repair the placement point after initial concrete placement will not be allowed. As an example, this may occur in a vertical location located at the top of the repair.
- (b) Rule 2. Formed concrete repair shall not be used for overhead applications.
- (c) Rule 3. Shotcrete shall not be used for column repairs greater than 4 inch in depth, or any repair location greater than 8 inch in depth. The only exception to this rule would be for a horizontal application, where the shotcrete may be placed from above in one lift.
- (d) Rule 4. If formed concrete repair is used for locations that have reinforcement with less than 0.75 inch of concrete cover, the concrete mixture shall contain fly ash or ground granulated blast-furnace slag at the maximum cement replacement allowed.

Temporary Shoring or Cribbing: When a temporary shoring or cribbing support system is required, the Contractor shall provide details and computations, prepared and sealed by an Illinois licensed Structural Engineer, to the Engineer for review and approval. When ever possible the support system shall be installed prior to starting the associated concrete removal. If no system is specified, but during the course of removal the need for temporary shoring or cribbing becomes apparent or is directed by the Engineer due to a structural concern, the Contractor shall not proceed with any further removal work until an appropriate and approved support system is installed.

Concrete Removal: The Contractor shall provide ladders or other appropriate equipment for the Engineer to mark the removal areas. Repair configurations will be kept simple, and squared corners will be preferred. The repair perimeter shall be sawed a depth of 1/2 inch or less, as required to avoid cutting the reinforcement. Any cut reinforcement shall be repaired or replaced at the expense of the Contractor. If the concrete is broken or removed beyond the limits of the initial saw cut, the new repair perimeter shall be re-cut.

The areas to be repaired shall have all loose, unsound concrete removed completely by the use of chipping hammers, hydro-demolition equipment, or other methods approved by the Engineer. The concrete removal shall extend along the reinforcement bar until the reinforcement is free of bond inhibiting corrosion.

The outermost layer of reinforcement bar within the repair area shall be undercut to a depth of 3/4 inch or the diameter of the reinforcement bar, whichever value is larger. The underlying transverse reinforcement bar shall also be undercut as previously described, unless the reinforcement is not corroded, and the reinforcement bar is encased and well bonded to the surrounding concrete.

If sound concrete is encountered before existing reinforcement bars are exposed, further removal of concrete shall not be performed unless the minimum repair depth is not met.

The repair depth shall be a minimum of 1 inch. The substrate profile shall be  $\pm 1/16$  inch. The perimeter of the repair area shall have a vertical face.

If a repair is located at the ground line, any excavation required below the ground line to complete the repair shall be included in this work.

The Contractor shall have a maximum of 14 calendar days to complete each repair location with concrete or shotcrete, once concrete removal has started for the repair.

The Engineer shall be notified of concrete removal that exceeds 6 inch in depth, one fourth the cross section of a structural member, more than half the vertical column reinforcement is exposed in a cross section, more than 6 consecutive reinforcement bars are exposed in any direction, within 1.5 inch of a bearing area, or other structural concern. Excessive deterioration or removal may require further evaluation of the structure or installation of temporary shoring and cribbing support system.

Surface Preparation: Prior to placing the concrete or shotcrete, the Contractor shall prepare the repair area and exposed reinforcement by blast cleaning. The blast cleaning shall provide a surface that is free of oil, dirt, and loose material.

If a succeeding layer of shotcrete is to be applied, the initial shotcrete surface and remaining exposed reinforcement shall be free of curing compound, oil, dirt, loose material, rebound (i.e. shotcrete material leaner than the original mixture which ricochets off the receiving surface), and overspray.

Preparation may be by lightly brushing or blast cleaning if the previous shotcrete surface is less than 36 hours old. If more than 36 hours old, the surface shall be prepared by blast cleaning.

The repair area and perimeter vertical face shall have a rough surface. Care shall be taken to ensure the perimeter sawcut is roughened. Just prior to concrete or shotcrete placement, saturate the repair area with water to a saturated surface-dry condition. Any standing water shall be removed.

Concrete or shotcrete placement shall be done within 3 calendar days of the surface preparation or the repair area shall be prepared again.

Reinforcement: Exposed reinforcement bars shall be cleaned of concrete and corrosion by blast cleaning. After cleaning, all exposed reinforcement shall be carefully evaluated to determine if replacement or additional reinforcement bars are required.

Reinforcing bars that have been cut or have lost 25 percent or more of their original cross sectional area shall be supplemented by new in kind reinforcement bars. New bars shall be lapped a minimum of 32 bar diameters to existing bars. A mechanical bar splicer shall be used when it is not feasible to provide the minimum bar lap. No welding of bars shall be performed.

Intersecting reinforcement bars shall be tightly secured to each other using 0.006 inch or heavier gauge tie wire, and shall be adequately supported to minimize movement during concrete placement or application of shotcrete.

For reinforcement bar locations with less than 0.75 inch of cover, protective coat shall be applied to the completed repair. The application of the protective coat shall be according to Article 503.19, 2nd paragraph, except blast cleaning shall be performed to remove curing compound.

The Contractor shall anchor the new concrete to the existing concrete with 3/4 inch diameter hook bolts for all repair areas where the depth of concrete removal is greater than 8 inch and there is no existing reinforcement extending into the repair area. The hook bolts shall be spaced at 15 inch maximum centers both vertically and horizontally, and shall be a minimum of 12 inch away from the perimeter of the repair. The hook bolts shall be installed according to Section 584.

Repair Methods: All repair areas shall be inspected and approved by the Engineer prior to placement of the concrete or application of the shotcrete.

(a) Formed Concrete Repair. Falsework shall be according to Article 503.05. Forms shall be according to Article 503.06. Formwork shall provide a smooth and uniform concrete finish, and shall approximately match the existing concrete structure. Formwork shall be mortar tight and closely fitted where they adjoin the existing concrete surface to prevent leakage. Air vents may be provided to reduce voids and improve surface appearance. The Contractor may use exterior mechanical vibration, as approved by the Engineer, to release air pockets that may be entrapped.

The concrete for formed concrete repair shall be a Class SI Concrete, or a packaged R1 or R2 Mortar with coarse aggregate added, or a packaged Normal Weight Concrete at the Contractor's option. The concrete shall be placed and consolidated according to Article 503.07.

The concrete shall not be placed when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40 degrees F.

All repaired members shall be restored as close as practicable to their original dimensions.

Curing shall be done according to Article 1020.13.

If temperatures below 45 degrees F are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period.

The surfaces of the completed repair shall be finished according to Article 503.15.

(b) Shotcrete shall be tested by the Engineer for air content according to Illinois Modified AASHTO T 152. Obtain the sample in a damp, non-absorbent container from the discharge end of the nozzle.

For compressive strength of shotcrete, an 18 x 18 x 3.5 inch test panel shall be shot by the Contractor for testing by the Engineer. A steel form test panel shall have a minimum thickness of 3/16 inch for the bottom and sides. A wood form test panel shall have a minimum 3/4 inch thick bottom, and a minimum 1.5 inch thickness for the sides. The test panel shall be cured according to Article 1020.13 (a) (3) or (5) while stored at the jobsite and during delivery to the laboratory. After delivery to the laboratory for testing, curing and testing shall be according to ASTM C 1140.

The method of alignment control (i.e. ground wires, guide strips, depth gauges, depth probes, and formwork) to ensure the specified shotcrete thickness and reinforcing bar cover is obtained shall be according to ACI 506R. Ground wires shall be removed after completion of cutting operations. Guide strips and formwork shall be of dimensions and a configuration that do not prevent proper application of shotcrete. Metal depth gauges shall be cut 1/4 inch below the finished surface. All repaired members shall be restored as close as practicable to their original dimensions.

For air temperature limits when applying shotcrete in cold weather, the first paragraph of Article 1020.14(b) shall apply. For hot weather, shotcrete shall not be applied when the air temperature is greater than 90 degrees F.

The applied shotcrete shall have a minimum temperature of 50 degrees F and a maximum temperature of 90 degrees F. The shotcrete shall not be applied during periods of rain unless protective covers or enclosures are installed. The shotcrete shall not be applied when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40 degrees F. If necessary, lighting shall be provided to provide a clear view of the shooting area.

The shotcrete shall be applied according to ACI 506R, and shall be done in a manner that does not result in cold joints, laminations, sandy areas, voids, sags, or separations. In addition, the shotcrete shall be applied in a manner that results in maximum densification of the shotcrete. Shotcrete which is identified as being unacceptable while still plastic shall be removed and re-applied.

The nozzle shall normally be at a distance of 2 to 5 feet from the receiving surface, and shall be oriented at right angles to the receiving surface. Exceptions to this requirement will be permitted to fill corners, encase large diameter reinforcing bars, or as approved by the Engineer.

For any exception, the nozzle shall never be oriented more than 45 degrees from the surface. Care shall be taken to keep the front face of the reinforcement bar clean during shooting operations. Shotcrete shall be built up from behind the reinforcement bar.

Accumulations of rebound and overspray shall be continuously removed prior to application of new shotcrete. Rebound material shall not be incorporated in the work.

Whenever possible, shotcrete shall be applied to the full thickness in a single layer. The maximum thickness shall be 4 inch unless the shotcrete is applied from above on a horizontal surface, or a thicker application is approved by the Engineer.

When two or more layers are required, the minimum number shall be used and shall be done in a manner without sagging or separation. A flash coat (i.e. a thin layer of up to 1/4 inch applied shotcrete) may be used as the final lift for overhead applications.

Prior to application of a succeeding layer of shotcrete, the initial layer of shotcrete shall be prepared according to the surface preparation and reinforcement bar cleaning requirements. Upon completion of the surface preparation and reinforcement bar treatment, water shall be applied according to the surface preparation requirements unless the surface is moist. The second layer of shotcrete shall then be applied within 30 minutes.

Shotcrete shall be cut back to line and grade using trowels, cutting rods, screeds or other suitable devices. The shotcrete shall be allowed to stiffen sufficiently before cutting.

Cutting shall not cause cracks or delaminations in the shotcrete. For depressions, cut material may be used for small areas. Rebound material shall not be incorporated in the work. For the final finish, a wood float shall be used to approximately match the existing concrete texture. All repaired members shall be restored as close as practicable to their original dimensions.

Contractor operations for curing shall be continuous with shotcrete placement and finishing operations. The Engineer may require modification of operations to ensure satisfactory results are obtained. Cotton mats shall be applied according to Article 1020.13(a)(5) except the exposed layer of shotcrete shall be covered within 10 minutes after finishing, and wet curing shall begin immediately.

As an alternative to this method, Type I curing compound shall be applied according to Article 1020.13(a)(4) within 10 minutes and moist curing with cotton mats shall begin within 3 hours. For overhead applications where the final shotcrete layer has been applied, the Contractor has the option to use Type I curing compound in lieu of the cotton mats. Note 5 of the Index Table in Article 1020.13 shall apply to the membrane curing method.

The curing compound shall be applied according to Article 1020.13(a)(4).

When a shotcrete layer is to be covered by a succeeding shotcrete layer within 36 hours, the repair area shall be protected with intermittent hand fogging, or wet curing with either burlap or cotton mats shall begin within 10 minutes. Intermittent hand fogging may be used only for the first hour. Thereafter, wet curing with burlap or cotton mats shall be used until the succeeding shotcrete layer is applied. Intermittent hand fogging may be extended to the first hour and a half if the succeeding shotcrete layer is applied by the end of this time.

The curing period shall be for 7 days, except when there is a succeeding layer of shotcrete. In this instance, the initial shotcrete layer shall be cured until the surface preparation and reinforcement bar treatment is started.

If temperatures below 45 degrees Fahrenheit are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period.

Inspection of Completed Work: The Contractor shall provide ladders or other appropriate equipment for the Engineer to inspect the repaired areas. After curing but no sooner than 28 days after placement of concrete or shooting of shotcrete, the repair shall be examined for conformance with original dimensions, cracks, voids, and delaminations. Sounding for delaminations will be done with a hammer or by other methods determined by the Engineer.

The repaired area shall be removed and replaced, as determined by the Engineer, for nonconformance with original dimensions, surface cracks greater than 0.01 inch in width, map cracking with a crack spacing in any direction of 18 inch or less, voids, or delaminations.

If a nonconforming repair is allowed to remain in place, cracks 0.01 inch or less shall be repaired with epoxy according to Section 590. For cracks less than 0.007 inch, the epoxy may be applied to the surface of the crack. Voids shall be repaired according to Article 503.15.

Publications and Personnel Requirements: The Contractor shall provide a current copy of ACI 506R to the Engineer a minimum of one week prior to start of construction.

The shotcrete personnel who perform the work shall have current American Concrete Institute (ACI) nozzle certification for vertical wet and overhead wet applications, except one individual may be in training. This individual shall be adequately supervised by a certified ACI nozzle men as determined by the Engineer. A copy of the nozzle certificate(s) shall be given to the Engineer.

**Method of Measurement:** This work will be measured for payment in place and the area computed in square feet. For a repair at a corner, both sides shall be measured.

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

**STRUCTURAL REPAIR OF CONCRETE – TO MATCH EXISTING, (SPECIAL)  
DEPTH GREATER THAN 5 INCH,  
or  
STRUCTURAL REPAIR OF CONCRETE – TO MATCH EXISTING, (SPECIAL)  
DEPTH EQUAL TO OR LESS THAN 5 INCH,**

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

When not specified to be paid for elsewhere, the work to design, install, and remove the temporary shoring and cribbing shall be **INCIDENTAL** to the pay item.

With the exception of reinforcement damaged by the Contractor during removal, the furnishing and installation of supplemental reinforcement bars, mechanical bar splicers, hook bolts, and protective coat shall be **INCIDENTAL** to the pay item.

# TECHNICAL SPECIFICATIONS

## CONTRACTOR SUBMITTALS

### SECTION 01300

#### PART 1 – GENERAL

##### 1.1 GENERAL

- A. Wherever submittals are required hereunder, all such submittals shall be submitted to the ENGINEER by the CONTRACTOR.
- B. Within 10 Days after the date of commencement as stated in the Notice to Proceed, the CONTRACTOR shall submit the following items to the ENGINEER for review:
  1. A preliminary schedule of Shop Drawings, sample, and proposed substitutes or “or-equal” submittals.
  2. A traffic maintenance plan, as required.
  3. A plan for temporary erosion control and pollution control, as required.
- C. No payments shall be made to the CONTRACTOR until all of these items are submitted in their entirety, as determined by the ENGINEER.

##### 1.2 SHOP DRAWING SUBMITTAL

- A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER, for review, two (2) copies of each Shop Drawing submittal. The term “Shop Drawings” as used herein shall be understood to include detail design calculations, Shop Drawings, fabrication drawings, installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, and similar items.
- B. All Shop Drawing submittals shall be accompanied by the CONTRACTOR’s standard submittal transmittal form. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for re-submittal.
- C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer’s “package” or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.
- D. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within 5 calendar days following receipt of them by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The Village reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER’s review beyond the second submittal. The ENGINEER’s maximum review period for each submittal including all re-submittals will be 5 days per submission. In other words, for a submittal that requires two re-submittals before it is complete, the maximum review period for that submittal could be 10 days.
- E. If one (1) copy of a submittal is returned to the CONTRACTOR marked “NO EXCEPTIONS”, formal revision and resubmission of said submittal will not be required.

- F. If one (1) copy of a submittal is returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED", formal revision and resubmission of said submittal is not required.
- G. If one (1) copy of the submittal is returned to the CONTRACTOR marked "AMEND RESUBMIT", the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- H. If one (1) copy of the submittal is returned to the CONTRACTOR marked "REJECTED RESUBMIT", the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- I. Fabrication of an item may be commenced only after the ENGINEER has reviewed the pertinent submittal and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED". Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements. Only a Change Order can alter the Contract Price, Contract Time, or Specifications.
- J. All CONTRACTOR Shop Drawing submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be dated, signed, and certified. No consideration for review by the ENGINEER of any CONTRACTOR submittal will be made for any items which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused by thereby shall be the total responsibility of the CONTRACTOR.
- K. The ENGINEER's review of CONTRACTOR Shop Drawing submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

### 1.3 SAMPLES SUBMITTAL

- A. Whenever in the Specifications samples are required, the CONTRACTOR shall submit not less than two (2) samples of each item or material to the ENGINEER for acceptance at no additional cost to the Village.
- B. Samples, as required herein, shall be submitted for acceptance a minimum of ten (10) days prior to ordering such material for delivery to the job site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the WORK.
- C. All samples shall be individually and indelibly labeled or tagged indicating thereon all specified physical characteristics and supplier's names for identification and submitted to the ENGINEER for acceptance. Upon receiving acceptance of the ENGINEER, one (1) set of the samples will be stamped and dated by the ENGINEER and returned to the CONTRACTOR, and one (1) set of samples will be retained by the ENGINEER.
- D. Unless clearly stated otherwise, it is assumed that all colors and textures of specified items presented in sample submittal are from the manufacturer's standard colors and standard materials, products, or equipment lines.  
If the samples represent non-standard colors, materials, products or equipment lines, and their selection will require an increase in Contract Time or Contract Price, the CONTRACTOR will clearly indicate this on the transmittal page of the submittal.

1.4 PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEM SUBMITTAL

- A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and equality required. If the name is followed by the words "or-equal" indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted by the ENGINEER if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:
1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
  2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ENGINEER's decision shall be final.
  3. The ENGINEER may require the CONTRACTOR to furnish, at the CONTRACTOR's expense, additional data about the proposed substitute.
  4. The Village may require the CONTRACTOR to furnish, at the CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.
  5. Acceptance by the ENGINEER of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
  6. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR's WORK, the WORK of its Subcontractors and of other contractors, and shall effect such changes without cost to the Village. This shall include the cost for redesign and claims of other Contractors affected by the resulting change.
- B. The procedure for review by the ENGINEER will include the following:
1. If the CONTRACTOR proposes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form" for acceptance thereof.
  2. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 10-day period after Notice To Proceed.
  3. Wherever a proposed substitute material or equipment has not been submitted within said 10-day period, or wherever the submission of a proposed substitute material has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide material named in the Contract Documents.
  4. The CONTRACTOR shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified.
  5. The ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. In no case will this reasonable time period be less than five (5) days.
  6. As applicable, no Shop Drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the ENGINEER's prior written acceptance of the CONTRACTOR's "Substitution Request Form" which will be evidenced by a Change Order.
  7. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the Village for the charges of the ENGINEER for evaluating each proposed substitute.

- C. The CONTRACTOR's application using the "Substitution Request Form" shall contain the following statements and/or information which shall be considered by the ENGINEER in evaluating the proposed substitution:
1. The evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of Substantial Completion on time.
  2. Whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  3. Whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty.
  4. All variations of the proposed substitute for that specified will be identified.
  5. Available maintenance, repair, and replacement service and its estimated cost will be indicated.
  6. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

1.5 MATERIAL CERTIFICATION SUBMITTAL

- A. The ENGINEER may permit the use, prior to sampling, inspection and testing, of certain materials or assemblies when accompanied by manufacturer's material certifications stating that such materials or assemblies fully comply with the requirements of the Contract. The certification shall be signed by the manufacturer, and will specifically reference the material's compliance with the AASHTO, ASTM and/or Village's Standards specified in the applicable Contract Documents.
- B. Material certifications shall be submitted to the ENGINEER prior to incorporating the item into the WORK.
- C. Materials or assemblies used on the basis of material certifications may be sampled, inspected and/or tested at any time, and if found not in conformity with these specifications, will be subject to rejection whether in place or not.

END OF SECTION

# TECHNICAL SPECIFICATIONS

## PLANT-PRECAST ARCHITECTURAL CONCRETE

### SECTION 03450

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Plant-precast architectural concrete units.

##### 1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide precast architectural concrete units and connections capable of withstanding design loads within limits and under conditions indicated.
- B. Dead Load: 16,000 pounds
- C. Wind Load: 30 PSF Laterally

##### 1.4 SUBMITTALS

- A. Product Data: Submit product data including concrete, pigments, admixtures, and connection materials for each type of product indicated.
- B. Design Mixes: Submit proposed concrete mix design for each type and color of concrete mix required including backup mix.
- C. Samples: Submit samples, nominal size 12 inch by 12 inch by appropriate thickness, of each type of unit and finished facing for approval of quality, color, and texture. Submit prior to fabrication.
- D. Shop Drawings: Detail fabrication and installation of precast architectural concrete units. Indicate in-place member location of units, plans, elevations, dimensions, shapes, cross sections, limits of each finish, and types of reinforcement, including special reinforcement.
  - 1. Indicate dimensions, finishes, separate face and backup mix locations, and provisions for erection and placement.
  - 2. Indicate locations and details of anchorage devices to be embedded in other construction.
  - 3. Show identification marks, coordinated to Shop Drawings, and date of manufacture on all precast architectural concrete units to facilitate handling and erection.
  - 4. Provide setting diagrams, templates and directions as required for installation.
- E. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- F. Plant Certification: Submit written certification that fabricator's plant is certified by the Architectural Precast Association (APA) or is certified as Group A1 by the Precast/Prestressed Concrete Institute (PCI).

- G. Material Test Reports: From a qualified testing agency indicating and interpreting test results of the following for compliance with requirements indicated.
- H. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
  - 1. Concrete materials.
  - 2. Reinforcing materials.
  - 3. Admixtures and similar items.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed precast architectural concrete work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Fabricator Qualifications: A firm that complies with the following requirements and is experienced in manufacturing precast architectural concrete units similar to those indicated for this Project and with a record of successful in-service performance.
  - 1. Assumes responsibility for engineering precast architectural concrete units to comply with performance requirements. This responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
  - 2. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of precast architectural concrete that are similar to those indicated for this Project in material, design, and extent.
  - 3. Participates in PCI's Plant Certification program and is designated a PCI-certified plant for Group A, Category A1--Architectural Cladding and Load Bearing Units or in APA's Plant Certification Program for Production of Architectural Precast Concrete Products and is designated an APA-certified plant.
  - 4. Has sufficient production capacity to produce required units without delaying the Work.
  - 5. Is registered with and approved by authorities having jurisdiction.
- C. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- D. Design Standards: Comply with ACI 318 and the design recommendations of PCI MNL 120, "PCI Design Handbook--Precast and Pre-stressed Concrete."
- E. Quality-Control Standard: For manufacturing procedures and testing requirements, quality control recommendations, and dimensional tolerances for types of units required, comply with PCI MNL 117, "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products."
- F. Product Options: Drawings indicate size, profiles, and dimensional requirements of precast concrete units and are based on the specific types of units indicated. Other fabricators' precast concrete units complying with requirements may be considered. Refer to Division 1 Section "Substitutions."

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle precast architectural concrete units in strict compliance with fabricator's instructions and recommendations and industry standards to the project site in such quantities and at such times to ensure continuity of installation. Store units to prevent cracking, distorting, warping, staining, or other physical damage, and so markings are visible.
- B. Lift and support units only at designated lifting and supporting points as shown on approved Shop Drawings.

1.7 SEQUENCING

- A. Furnish anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, templates, instructions, and directions, as required, for installation.

**PART 2 - PRODUCTS**

2.1 MOLD MATERIALS

- A. Form Liners: Units of face design, texture, arrangement, and configuration indicated.

2.2 REINFORCING MATERIALS

- A. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M, as follows:
  - 1. Steel Reinforcement: ASTM A 615, Grade 60, deformed.
- B. Epoxy-Coated-Steel Welded Wire Fabric: ASTM A 884/A 884M, Class A coated, plain or deformed.
- C. Supports: Manufacturer's bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place according to CRSI's "Manual of Standard Practice," PCI MNL 117, and as follows:
  - 1. For epoxy-coated reinforcement, use CRSI Class 1A epoxy-coated or other dielectric polymer-coated wire bar supports.

2.3 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type III, white, of same type, brand, and source.
- B. Normal-Weight Aggregates: Except as modified by PCI MNL 117, ASTM C 33, with coarse aggregates complying with Class 5S.
  - 1. Face-Mix Coarse Aggregates: Selected, hard, and durable; free of material that reacts with cement or causes staining.
    - a. Gradation: Uniformly graded.
  - 2. Face-Mix Fine Aggregates: Selected, natural or manufactured sand of the same material as coarse aggregate, unless otherwise approved by Architect.
- C. Lightweight Aggregates: ASTM C 330.
- D. Coloring Admixture: ASTM C 979, synthetic mineral-oxide pigments or colored water reducing admixtures, temperature stable, non-fading, and alkali resistant.
- E. Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 117.
- F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
- G. Water-Reducing Admixture: ASTM C 494, Type A.
- H. Retarding Admixture: ASTM C 494, Type B.
- I. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
- J. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- K. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
- L. Plasticizing Admixture: ASTM C 1017.
- M. Fly Ash Admixture: ASTM C 618, Class C or F.
- N. Metakaolin Admixture: ASTM C 618, Class N.
- O. Silica Fume Admixture: ASTM C 1240.

## 2.4 STAINLESS-STEEL CONNECTION MATERIALS

- A. Stainless-Steel Plate: ASTM A 666, Type 304, of grade suitable for application.
- B. Stainless-Steel Bolts and Studs: ASTM F 593, alloy 304 or 316, hex-head bolts and studs; stainless-steel nuts; and flat, stainless-steel washers.
- C. Stainless-Steel Headed Studs: ASTM A 276.
- D. Non-composite Wythe Connectors: Glass-fiber and vinyl-ester polymer connectors, polypropylene pin connectors, or stainless-steel pin connectors manufactured to connect wythes of precast concrete panels without shear transfer.

## 2.5 CONCRETE MIXES

- A. Prepare design mixes for each type of concrete required.
  - 1. Limit use of fly ash and silica fume to not exceed, in aggregate, 25 percent of Portland cement by weight.
- B. Design mixes may be prepared by a qualified independent testing agency or by qualified precast plant personnel at precast architectural concrete fabricator's option.
- C. Limit water-soluble chloride ions to the maximum percentage by weight of cement permitted by ACI 318.
- D. Normal-Weight Concrete Face and Backup Mixes: Proportion mixes by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 5000 psi.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
- E. Water Absorption: 12 to 14 percent by volume, tested according to PCI MNL 117.

## 2.6 MOLD FABRICATION

- A. Molds: Accurately construct molds, mortar tight, of sufficient strength to withstand pressures due to concrete-placement operations and temperature changes.
  - 1. Place form liners accurately to provide finished surface texture indicated. Provide solid backing and supports to maintain stability of liners during concreting. Coat form liner with form-release agent.
- B. Maintain molds to provide completed precast architectural concrete units of shapes, lines, and dimensions indicated, within fabrication tolerances specified.
  - 1. Edge and Corner Treatment: Uniformly chamfered.

## 2.7 FABRICATION

- A. Cast-in Anchors, Inserts, Plates, Angles, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware, and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement.
- B. Furnish loose steel plates, clip angles, seat angles, anchors, dowels, cramps, hangers, and other hardware shapes for securing precast architectural concrete units to supporting and adjacent construction.
- C. Cast-in openings.
- D. Reinforcement: Comply with recommendations in CRSI's "Manual of Standard Practice" and PCI MNL 117 for fabricating, placing, and supporting reinforcement.
  - 1. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy the bond with concrete.

2. Accurately position, support, and secure reinforcement against displacement during concrete placement and consolidation operations. Completely conceal support devices to prevent exposure on finished surfaces.
  3. Place reinforcement to maintain at least 1-inch minimum coverage. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Direct wire tie ends away from finished, exposed concrete surfaces.
  4. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Reinforce precast architectural concrete units to resist handling, transportation, and erection stresses.
- F. Mix concrete according to PCI MNL 117 and requirements in this Section. After concrete batching, no additional water may be added.
- G. Place face mix to a minimum thickness after consolidation of the greater of 1 inch or 1.5 times the maximum aggregate size, but not less than the minimum reinforcing cover.
- H. Place concrete in a continuous operation to prevent seams or planes of weakness from forming in precast concrete units. Comply with requirements in PCI MNL 117 for measuring, mixing, transporting, and placing concrete.
1. Place backup concrete to ensure bond with face mix concrete.
- I. Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items. Use equipment and procedures complying with PCI MNL 117.
- J. Comply with ACI 306.1 procedures for cold-weather concrete placement.
- K. Comply with ACI 305R recommendations for hot-weather concrete placement.
- L. Identify pickup points of precast architectural concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each precast architectural concrete unit on a surface that will not show in finished structure.
- M. Cure concrete, according to requirements in PCI MNL 117, by moisture retention without heat or by accelerated heat curing using low-pressure live steam or radiant heat and moisture.
- N. Discard precast architectural concrete units that are warped, cracked, broken, spalled, stained, or otherwise defective unless repairs are approved by the Village.

## 2.8 FABRICATION TOLERANCES

- A. Fabricate precast architectural concrete units straight and true to size and shape with exposed edges and corners precise and true so each finished panel complies with PCI MNL 117 product. The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. Tolerances as well as position tolerances for cast-in items.
- B. Fabricate precast architectural concrete units straight and true to size and shape with exposed edges and corners precise and true so each finished panel complies with the following product tolerances:
1. Overall Height and Width of Units, Measured at the Face Exposed to View: As follows:
    - a. Plus or minus 1/8 inch.
  2. Variation from Square or Designated Skew (Difference in Length of the Two Diagonal Measurements): Plus or minus 1/8 inch.
  3. Length and Width of Block-outs and Openings within One Unit: Plus or minus 1/4 inch.
  4. Location and Dimension of Block-outs Hidden from View and Used for Utility Penetrations: Plus or minus 1/2 inch.
  5. Dimensions of Haunches: Plus or minus 1/8 inch.
  6. Haunch Bearing Surface Deviation from Specified Plane: Plus or minus 1/8 inch.

- C. Position Tolerances: For steel reinforcement.
  - 1. Reinforcing Steel and Welded Wire Fabric: Plus or minus 1/4 inch where position has structural implications or affects concrete cover.

## 2.9 COLOR AND FINISHES

- A. Finish exposed-face surfaces of precast architectural concrete units as follows:
  - 1. PCI and APA's "Architectural Precast Concrete--Color and Texture Selection Guide," of plate numbers indicated.
  - 2. **Color: Buff Limestone** per APA's "Architectural Precast Concrete--Color and Texture Selection Guide.
  - 3. Smooth-Top Surface Finish: Provide surfaces free of pockets, sand streaks, and honeycombs, with uniform color and texture.
  - 4. Textured-Face Surface Finish: Impart by form liners or inserts to provide surfaces free of pockets, streaks, and honeycombs, with uniform color and texture.
  - 5. Honed Finish: Use continuous mechanical abrasion with fine grit, followed by filling and rubbing procedures.
  - 6. Polished Finish: Use continuous mechanical abrasion with fine grit, followed by filling and rubbing procedures.
- B. Exposed Top Surfaces of precast architectural concrete units shall be Smooth-Top Surface Finish per APA's "Architectural Precast Concrete--Color and Texture Selection Guide".
- C. Exposed Textured Face Surfaces of precast architectural concrete units shall be plate number 593 Split Face Rock – Light Acid Etch per APA's "Architectural Precast Concrete--Color and Texture Selection Guide".
- D. Finish unexposed surfaces of precast architectural concrete units by float finish.

## 2.10 SOURCE QUALITY CONTROL

- A. The Village will employ an independent testing agency to evaluate precast architectural concrete fabricator's quality-control and testing methods.
  - 1. Allow the Village's testing agency access to material storage areas, concrete production equipment, concrete placement, and curing facilities. Cooperate with the Village's testing agency and provide samples of materials and concrete mixes as may be requested for additional testing and evaluation.
- B. Quality-Control Testing: Test and inspect precast concrete according to PCI MNL 117 requirements.
- C. Strength of precast concrete units will be considered deficient if units fail to comply with ACI 318 requirements.
- D. Defective Work: Precast architectural concrete units that do not comply with requirements, including strength, manufacturing tolerances, and finishes, are unacceptable. Replace with precast concrete units that comply with requirements.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances, true and level bearing surfaces, and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Do not install precast concrete units until supporting concrete has attained minimum design compressive strength.

3.2 INSTALLATION

- A. Install clips, hangers, and other accessories required for connecting precast architectural concrete units to supporting members.
- B. Install precast architectural concrete. Provide temporary supports and bracing as required to maintain position, stability, and alignment as units are being permanently connected.
  - 1. Install bearing pads as precast concrete units are being erected.
  - 2. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
  - 3. Remove projecting hoisting devices and use sand-cement grout to fill voids within recessed hoisting devices flush with surface of concrete.
- C. Anchor precast architectural concrete units in position. Remove temporary shims, wedges, and spacers as soon as possible after anchoring and grouting are completed.

3.3 ERECTION TOLERANCES

- A. Install precast architectural concrete units level, plumb, square, true, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 117, Appendix I.
- B. Install precast architectural concrete units level, plumb, square, and true, without exceeding the following noncumulative erection tolerances.
  - 1. Plan Location: Plus or minus 1/4 inch.
  - 2. Top Elevation from Nominal Top Elevation: Plus or minus 1/4 inch.

3.4 FIELD QUALITY CONTROL

- A. Remove and replace work that does not comply with specified requirements.
- B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.5 REPAIRS

- A. Repair exposed exterior surfaces of precast architectural concrete units to match color, texture, and uniformity of surrounding precast architectural concrete if permitted by the Village.
- B. Remove and replace damaged precast architectural concrete units if repairs do not comply with requirements.

3.6 CLEANING

- A. Clean exposed surfaces of precast concrete units after erection to remove dirt and stains.
  - 1. Wash and rinse according to precast concrete fabricator's written recommendations. Protect other work from staining or damage due to cleaning operations.
  - 2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes.

**PART 4- BASIS OF PAYMENT**

- 4.1 This work shall be paid for at the contract unit price per **EACH** for:

**DECORATIVE PRECAST CONCRETE COPING & DECORATIVE PRECAST CONCRETE CAP,**

which price shall include all labor, material, and equipment necessary for fabrication and installation of the item and all incidental work herein specified.

END OF SECTION

# TECHNICAL SPECIFICATIONS

## METAL RAILINGS

### SECTION 055200

#### PART 1 - GENERAL

##### 1. RELATED DOCUMENTS

- a. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

##### 2. SUMMARY

- a. This Section includes the following:
  1. Component Aluminum railings.
  2. Infill system for component aluminum railings.

##### 3. PERFORMANCE REQUIREMENTS

- a. All railings shall be supplied to conform to applicable sections of the following codes:
  1. International Building Code
  2. ADAAG
- b. Structural Performance: Provide railings capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  1. Handrails:
    - a. Uniform load of 50 lb/ft. applied in any direction.
    - b. Concentrated load of 200 lb/ft applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  2. Top Rails of Guards:
    - a. Uniform load of 50 lb/ft. applied in any direction.
    - b. Concentrated load of 200 lb/ft applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  3. Infill Area of Guards:
    - a. Horizontal concentrated load of 50 lb/ft applied to 1 sq. ft. at any point in system, including panels, intermediate rails, balusters, or other elements composing infill area. Load on infill area need not be assumed to act concurrently with loads on top rails.
- c. Thermal Movements: Provide exterior railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- d. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

4. SUBMITTALS

- a. Product Data: For the following:
  1. Manufacturer's product lines of mechanically connected railings.
  2. Grout, anchoring cement, and paint products.
- b. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- c. Samples for Initial Selection: For products involving selection of color, texture, or design.
- d. Mill Certificates: Signed by manufacturers of stainless-steel products certifying that products furnished comply with requirements.
- e. Qualification Data: For professional engineer.
- f. Product Test Reports: Test reports shall be in accordance with ASTM E 894 and ASTM E 935.

5. QUALITY ASSURANCE

- a. Source Limitations: Obtain each type of railing through one source from a single manufacturer.
- b. Mock-up Panel: one section of railing system for verification.
  1. Approximate Size: 60"L x 42"H
  2. Approved mockups may become part of the completed Work if undamaged at time of Completion.
  3. Approval of mockups does not constitute approval of deviations from the Contract Documents unless such deviations are specifically approved by the Engineer in writing.

4. PROJECT CONDITIONS

- a. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

5. COORDINATION AND SCHEDULING

- a. Coordinate installation of railings. Furnish setting drawings, templates, and directions for installing, including sleeves and concrete inserts that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- b. Schedule installation so drilled cores are made only to completed surfaces. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

PART 2 - PRODUCTS

2. MANUFACTURERS

- a. Basis-of-Design Railing Product: Subject to compliance with requirements, Single source manufacturer is required. Welded railing will not be accepted.

3. METALS, GENERAL

- a. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

- b. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.

4. ALUMINUM

- a. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of alloy and temper designated below for each aluminum form required.
- b. Extruded Bars and Tubing: ASTM B 221, Alloy 6063-T5/T52, 6005-T5.
- c. Extruded Structural Pipe and Round Tubing: ASTM B 429, Alloy 6061-T6.  
Provide 1 ½ in IPS, (1.90 in OD) Standard Weight (Schedule 40) pipe for rails, Schedule 80 for posts, unless otherwise indicated
- d. Drawn Seamless Tubing: ASTM B 210, Alloy 6063-T832
- e. Plate and Sheet: ASTM B 209, Alloy 6061-T6
- f. Die and Hand Forgings: ASTM B 247, Alloy 6061-T6
- g. Castings: ASTM B 26/B 26M, Alloy Almag 535
- h. Panel Clips: Alloy 6063-T6.

5. STEEL

- a. Perforated Sheet: ASTM A1008.

6. FASTENERS

- a. General: Provide the following:
  - 1. Aluminum Railings: Alloy steel fasteners with JS-600 zinc plating.
- b. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- c. Fasteners for Interconnecting Railing Components:
  - 1. Provide Speed Rail structural slip on fittings for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated. Systems using adhesive or pop rivet attachment systems will not be accepted.
  - 2. Provide internal/external, reverse knurl, cup point, hex head set screws. Material to be alloy steel with JS 600 zinc plating.
- d. Fasten infill panels to rails and posts with panel clips. Secure the infill panels in the panel clips with reverse-knurl cup-point set screws. Fasten panel clips to rails and posts with ¼ - 20 sheet metal screws.

7. INFILL FOR RAILINGS

- a. Panel:
  - 1. Wire Mesh infill panel: minimum .118 inch wire diameter steel
  - 2. Pattern: 2" square.
  - 3. Frame: steel U-channel, minimum 14 ga, corners welded and ground smooth. Where water intrusion is likely, provide appropriate drain holes in bottom channel for evacuation of water.
  - 4. Corrosion Protection
    - a. Entire panel to be electro-coated. Electro-coating to be PPG Power cron 8000 or equivalent, and shall cover all exposed surfaces, especially interior of U channel. Electro-coating to be applied in four steps: pre-treatment, electro-coat, post rinse and bake oven.

- b. Entire panel shall then be powder coated with Silver powder coat, or equivalent powder coat color of architect's choice. Powder to be TGIC Polyester, minimum AAMA 2603.

8. HANDRAIL FOR STAIRS (AS REQUIRED)

1. Stairways shall have handrails on both sides.
2. Handrail will be installed at a height of 34 – 38 inches above ramp surface or stair tread nosing's.
3. Handrail will be anodized aluminum 6063 Schedule 40, 1 ½ in IPS nominal (1.90 in. OD) and shall have a continuous surface. Where necessary, lengths of the handrail will be spliced using internal locking splices.
4. Handrails shall return to a walking surface.

9. MISCELLANEOUS MATERIALS

- a. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

10. FABRICATION

- a. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- b. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- c. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- d. Form work true to line and level with accurate angles and surfaces.
- e. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- f. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- g. Connections: Fabricate railings with non-welded connections, unless otherwise indicated. Welding will not be accepted.
- h. Non-welded Connections: Connect members with fittings of the structural slip on type which fastens to the exterior of the pipe by means of an internal/external reverse knurl cup point set screw. Reverse knurl is required to ensure that screw does not come loose under vibration. Plain cup point screws will not be accepted.
- i. Form changes in direction as follows:
  1. By flush bends or by inserting prefabricated flush-elbow fittings.
- j. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- k. Close exposed ends of railing members with prefabricated end fittings.
- l. Provide wall returns at ends of slab / core drilled handrails, unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- m. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

11. FINISHES, GENERAL

- a. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- b. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- c. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- d. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

12. ALUMINUM FINISHES

- a. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- b. Unless indicated otherwise, provide aluminum pipe with the following finish:
  1. Anodized Finish: AA-M10C22A41 (Architectural class, .7 mil thickness or greater)
  2. Powder Coat Finish:
    - a. Color: Black. Powder Coat to be TGIC-Polyester, min. AAMA 2603.

PART 3 - EXECUTION

1. INSTALLATION, GENERAL

- a. Perform cutting, core drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
  1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
  3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- b. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- c. Adjust railings before setting to ensure matching alignment at abutting joints.

2. RAILING CONNECTIONS

- a. Non-welded Connections: Use mechanical joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings.
- b. Expansion Joints: Install expansion joints at locations indicated, but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending two inches (2") beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within six inches (6") of post.

3. INSTALLING HANDRAILS IN SLAB / CORE DRILL

- a. Core drill a minimum 6" deep by 4" diameter hole into existing slab and stair.
- b. Set handrail post into hole and fill with "Buff" colored hydraulic cement to match sidewalk and proposed wall surface color.

4. ADJUSTING AND CLEANING
  - a. Clean aluminum by washing thoroughly with clean water and soap and rinsing with clean water.
5. PROTECTION
  - a. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Completion.
  - b. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF METAL RAILING SECTION

## GUIDE SPECIFICATION CONCRETE RESURFACING

### SECTION 09980

#### PART 4 - GENERAL

- 4.1 SUBMITTALS
  - a. Submit according to Conditions of the Contract and Division 1 Specification Sections.
  - b. Product Data: For each product indicated.
  - c. Sample Panels: 2 by 2 feet, to demonstrate finish of overlay cementitious topping.
  - d. Qualification Data: For Installer and manufacturer specified in Quality Assurance Article, including names and addresses of completed projects, architects, and owners.
- 4.2 QUALITY ASSURANCE
  - a. Installer Qualifications: Two year's experience with projects of similar scope and quality.
  - b. Installer Qualifications: Trained or approved by Manufacturer of overlay cementitious topping systems.
  - c. Manufacturer's Qualifications: Three year's experience manufacturing products required.
  - d. Source Limitations: Obtain products from same source throughout Project.
  - e. Field Samples: Locate at site and obtain approval before start of final work. Field samples shall be minimum 2 by 2 feet.
    1. Demonstrate range of finishes and workmanship, including curing procedures.
    2. Approved field samples set quality standards for comparison with remaining work.
    3. Remove field samples when directed.
- 4.3 DELIVERY, STORAGE AND HANDLING
  - a. Deliver materials in original packaging with labels intact.
  - b. Store in clean, dry and protected location, according to manufacturer's requirements.
- 4.4 PROJECT CONDITIONS
  - a. Environmental Requirements: Comply with overlay cementitious topping manufacturer's instructions.
    1. Do not apply overlay cementitious topping if air temperature and concrete substrate temperature are not between 45 to 85 deg F before and during installation.

2. In hot weather, install overlay cementitious topping in early morning or when surfaces are shaded.
3. Keep bagged products out of sunlight. Use cool water; do not use water from hot watering hoses.
4. Protect overlay cementitious topping from rain for 24 hours.
5. In windy weather, protect adjacent construction from over-spray during application of sealers.

## PART 5 - PRODUCTS

### 5.1 OVERLAY CEMENTITIOUS TOPPING MATERIALS

- a. Overlay Cementitious Topping: Polymer-modified cementitious topping designed for resurfacing stable, non-moving concrete walls.
  1. Product: Butterfield Color® T1000™ Fine Overlay.
  2. Primer: Butterfield Color® T1000™ Primer.
  3. Color: Butterfield Color® T1000™ Color Pack (Harvest Wheat).
  4. Water: Potable.

### 5.2 SEALING MATERIALS

- a. Clear, Solvent-Borne, Membrane-Forming Sealing Compound: ASTM C 309, non-yellowing, VOC-compliant, high-gloss, clear liquid.
  1. Product: Butterfield Color® Clear-Guard™ Cure & Seal.
- b. Flatten Paste: Manufacturer's standard product designed to reduce sealer gloss finish to matte finish.
  1. Product: Butterfield Color® Flatten Paste.

### 5.3 MIXING

- a. Mixing Overlay Cementitious Topping: Mix thoroughly according to manufacturer's instructions.
  1. Bulk Mixing: For machine mixing of overlay cementitious topping, use a paddle mortar mixer.

## PART 6 - EXECUTION

### 6.1 EXAMINATION

- a. Examine substrate for compliance with requirements.
- b. Do not proceed with overlay cementitious topping installation until unacceptable conditions are corrected.

### 6.2 SUBSTRATE PREPARATION

- a. Map out locations of existing control joints before installation of overlay cementitious topping.
- b. Thoroughly clean substrate using high-pressure water or trisodium phosphate (TSP) and water with a scrub brush, then rinse thoroughly. Remove potential bond breakers, such as grease, oil, silicone, paint, sealant, curing and sealing compound, drywall taping compound, etc.
- c. For painted, sealed, or overly slick hard-troweled concrete substrates, mechanically abrade surfaces by sanding, scarifying, or shot blasting to allow for proper bonding.
- d. Remove weak, delaminated, or unsound concrete substrates.
- e. Patching: Fill chips, pits, and cracks prior to application of overlay cementitious topping with a slurry of Butterfield Color® T1000™ Fine Overlay and water in lifts up to 3/16 inch. Fill depths not exceeding one inch with a slurry of Butterfield Color® T1000™ Fine Overlay, water, and clean pea gravel or small aggregate.
- f. Allow surfaces to dry thoroughly prior to application of overlay cementitious topping.

6.3 PRIMING SUBSTRATES

- a. Apply an even coat of concrete primer from two directions, free of honeycomb, to prepared substrates using a paint roller or stiff bristle brush. Protect adjacent surfaces from overspray or splash.
- b. Allow concrete primer to dry tack free prior to application of overlay cementitious topping. If primed substrates become wet, reapply primer.
- c. Prevent contamination of primed surfaces by moisture, dirt or other deleterious materials or conditions.
- d. Apply overlay cementitious topping within 24 hours of concrete primer application.

6.4 TROWEL-APPLIED OVERLAY CEMENTITIOUS TOPPING PLACEMENT

- a. Trowel Application: Distribute overlay cementitious topping by trowel or squeegee to a uniform thickness of 1/8 to 3/16 inch.
- b. Clean tools frequently to avoid build up of topping materials.
- c. Do not add water to surface once placing has begun. Do not re-temper overlay cementitious topping.

6.5 BROOM FINISH

- a. Apply fine broom finish to overlay cementitious topping immediately following initial troweling of material. Clean broom by hand after each pass.

6.6 JOINTS

- a. Re-cut existing control joints before cracking occurs, generally within 8 to 24 hours after placement at 70 deg F.

6.7 SEALING

- a. Sealer Application: Apply uniformly in continuous operation by sprayer or short nap roller according to manufacturer's instructions. After initial application is dry and tack free, apply a second coat.
  - 1. Do not over apply or apply in a single heavy coat.
  - 2. Thoroughly mix flatten paste in sealer according to manufacturer's instructions. Stir occasionally to maintain uniform distribution of paste.

6.8 REPAIRS AND PROTECTION

- a. Repair damaged overlay cementitious topping according to manufacturer's instructions.
- b. Clean spillage and soiling from adjacent construction according to manufacturer's instructions.
- c. Protect overlay cementitious topping from damage or deterioration until date of Substantial Completion.

END OF SECTION

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

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

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

**BIDDER:**

MARTAM CONSTRUCTION, INC  
Company Name

8/4/2011  
Date

1200 GASKET DRIVE  
Street Address of Company

E.ismail@Comcast.net  
E-mail Address

ELGIN, IL 60120  
City, State, Zip

EDWARD M. ISMAIL  
Contact Name (Print)

847-608-6800 EXT. 15  
Business Phone


630-936-3697  
24-Hour Telephone

847-608-6804  
Business Fax

  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Edward M. Ismail, Pres.  
Print Name & Title

  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

**BIDDER:**

Martam Construction, Inc.  
Company Name

8/4/11  
Date

1200 Gasket Dr.  
Street Address of Company

e.ismail@comcast.net  
E-mail Address

Elgin, IL 60120  
City/State, Zip

Edward Ismail  
Contact Name (Print)

847-608-6800  
Business Phone

630-936-3697  
24-Hour Telephone

847-608-6804  
Business Fax

*[Signature]*  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

James Kutrovate, Pres  
Print Name & Title

*[Signature]*  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Base Bid Schedule of Prices

SPECIAL PROVISION #	ITEM NO.	PAY ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL ITEM COST
SP-5	1	Preconstruction Videotaping	1	LUMP SUM	500.00	500.00
SP-8	2	Traffic Control, Maintenance of Traffic, Detours	1	LUMP SUM	3,000.00	3,000.00
SP-9	3	Street Sweeping and Dust Control	8	HOURS	50.00	1,200.00
SP-10	4	Protective Shield System, Special	200	SQ YD	15.00	3,000.00
SP-11	5	Sediment Control, Drainage Structure Inlet Filter	5	EACH	200.00	1,000.00
SP-12	6	Removal and Relocation of Existing Ornamental Aluminum Fence, Special	1	LUMP SUM	8,600.00	8,600.00
SP-13	7	Limestone Coping and Pier Cap Removal (No Salvage)	1	LUMP SUM	1,500.00	1,500.00
SP-14	8	Handrail Removal and Replacement	2	EACH	2,500.00	5,000.00
SP-15	9	Street Light Pole Removal and Replacement	3	EACH	1,500.00	4,500.00
SP-16	10	Maintenance of Pedestrian Access to Abutting Properties	1	LUMP SUM	500.00	500.00
SP-17	11	Removal of Existing Structures, Special	10	CU YD	600.00	6,000.00
SP-18	12	Decorative Precast Concrete Coping	55	EACH	260.00	14,300.00
SP-19	13	Decorative Precast Concrete Cap	8	EACH	250.00	2,000.00
SP-20	14	Concrete Retaining Wall Resurfacing	1	LUMP SUM	30,500.00	30,500.00
SP-22	16	Removal & Replacement of Concrete Step (Special)	12	SQ FT	500.00	6,000.00

TOTAL BASE BID 87,600.00

Alternate Bid Schedule of Prices

SPECIAL PROVISION #	ITEM NO.	PAY ITEM	TOTAL QTY	UNIT	UNIT PRICE	ITEM COST
SP-5	1	Preconstruction Videotaping	1	LUMP SUM	500.00	500.00
SP-8	2	Traffic Control, Maintenance of Traffic, Detours	1	LUMP SUM	3,000.00	3,000.00
SP-9	3	Street Sweeping and Dust Control	8	HOURS	50.00	1,200.00
SP-10	4	Protective Shield System, Special	200	SQ YD	15.00	3,000.00
SP-11	5	Sediment Control, Drainage Structure Inlet Filter	5	EACH	200.00	1,000.00
SP-12	6	Removal and Relocation of Existing Ornamental Aluminum Fence, Special	1	LUMP SUM	8,600.00	8,600.00
SP-13	7	Limestone Coping and Pier Cap Removal (No Salvage)	1	LUMP SUM	1,500.00	1,500.00
SP-14	8	Handrail Removal and Replacement	2	EACH	2,500.00	5,000.00
SP-15	9	Street Light Pole Removal and Replacement	3	EACH	1,500.00	4,500.00
SP-16	10	Maintenance of Pedestrian Access to Abutting Properties	1	LUMP SUM	500.00	500.00
SP-18	11	Decorative Precast Concrete Coping	55	EACH	260.00	14,300.00
SP-19	12	Decorative Precast Concrete Cap	8	EACH	250.00	2,000.00
SP-20	13	Concrete Retaining Wall Resurfacing	1	LUMP SUM	30,500.00	30,500.00
SP-21	14	Structural Repair of Concrete – To Match Existing, (Special), Depth Greater Than 5”	100	SQ FT	22.00	2,200.00
SP-21	15	Structural Repair of Concrete – To Match Existing, (Special), Depth Equal To Or Less Than 5”	100	SQ FT	30.00	3,000.00
SP-22	16	Removal & Replacement of Concrete Step (Special)	12	SQ FT	500.00	6,000.00

TOTAL ALTERNATE BID 86,800.00

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

With regard to LOT A RETAINING WALL  
REHABILITATION - PROJECT P-012-11, bidder MARTAM CONSTRUCTION, INC.  
(Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Bidder certifies that bidder and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

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

BY: [Signature]  
Bidder's Authorized Agent

36-2779904

FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Subscribed and sworn to before me  
this 4th day of August, 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 MARIAM CONSTRUCTION, INC., and the full names of its Officers are as follows:

President: TAMAS KUTROVATZ

Secretary: JERRY KUTROVATZ

Treasurer: CINDY HOLLAND

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of 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:

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



**MUNICIPAL REFERENCE LIST**

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

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

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

**SUBCONTRACTORS LIST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**VENDOR W-9 REQUEST FORM**

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: MARTAM CONSTRUCTION, INC.

ADDRESS: 1200 GASKET DRIVE

CITY: ELGIN

STATE: ILLINOIS

ZIP: 60120

PHONE: 847-608-6800 FAX: 847-608-6804

TAX ID #(TIN): 36-2779904

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

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

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

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

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

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

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

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

SIGNATURE:

DATE: Aug. 3. '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: Martam Construction, Inc.

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

Demolition - G. C.

Concrete - G. C.

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

Print Name and Title of Authorizing Signature: Jerry Kutrovetz, Sec.

Signature: 

Date: Aug. 13, '11

**BUY AMERICA CERTIFICATION**

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

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

**Certificate of Compliance**

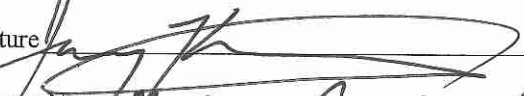
The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature

Company Name

Title

Date



Mortem Construction, Inc.

Corporate Secretary

Aug. 3 '11

**Certificate of Non-Compliance**

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

Signature

Company Name

Title

Date

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

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

**Suspension or Debarment Certificate**

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

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

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

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

Company Name: Mertam Construction, Inc.

Address: 1200 Gasket Dr.

City: Elgin, IL Zip Code: 60120

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

E-mail Address: j.e.ismail@comcast.net

Authorized Company Signature: 

Print Signature Name: Jerry Kutrowitz Title of Official: Corporate Secretary

Date: Aug. 3, 11

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

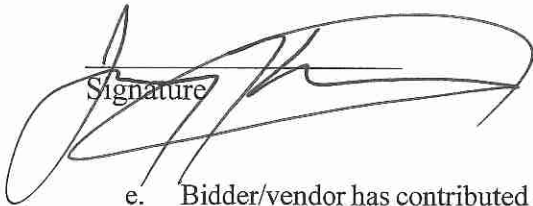
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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

  
Signature

Jerry Kutrovatz  
Print Name

e. 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**

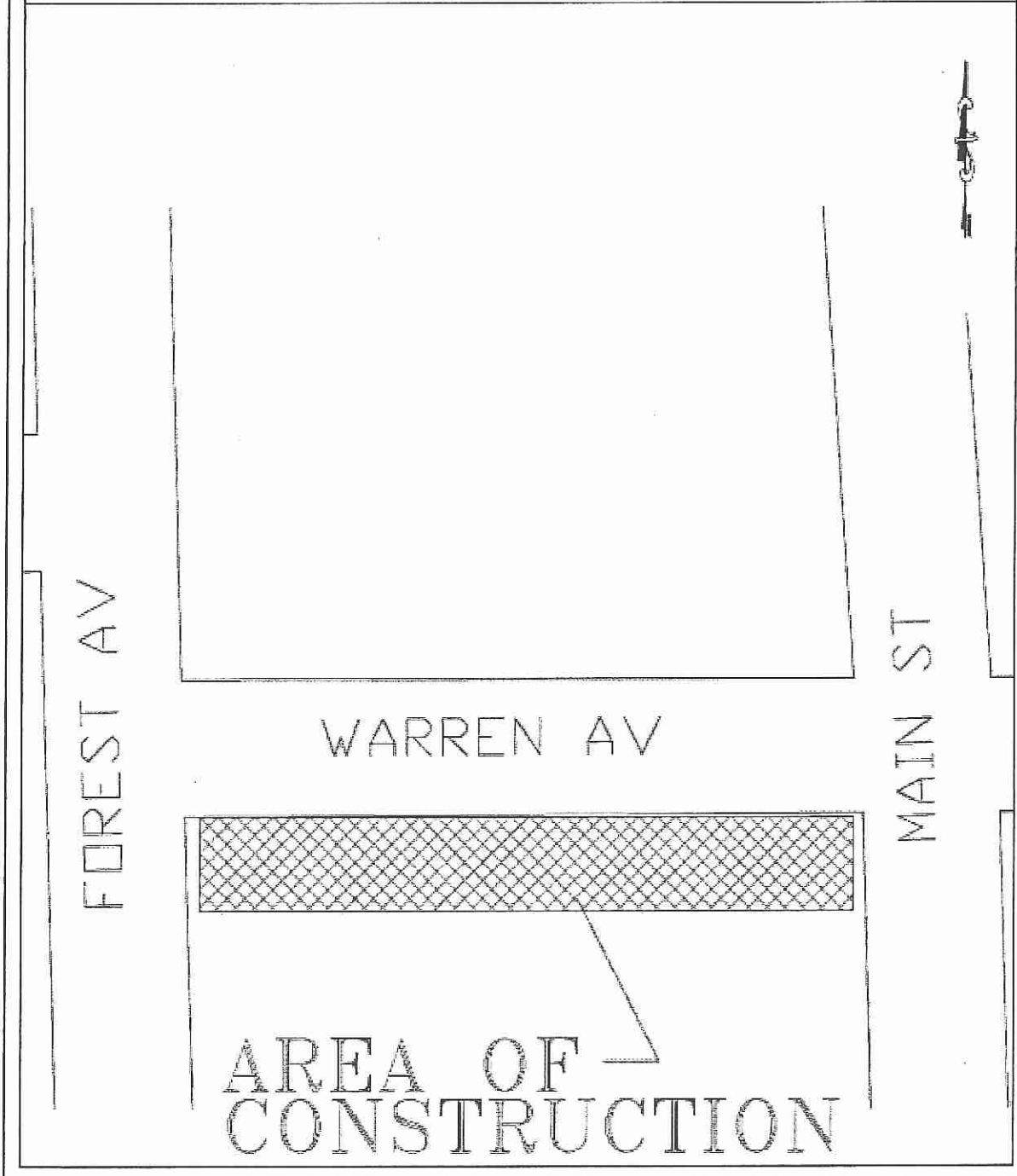
Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

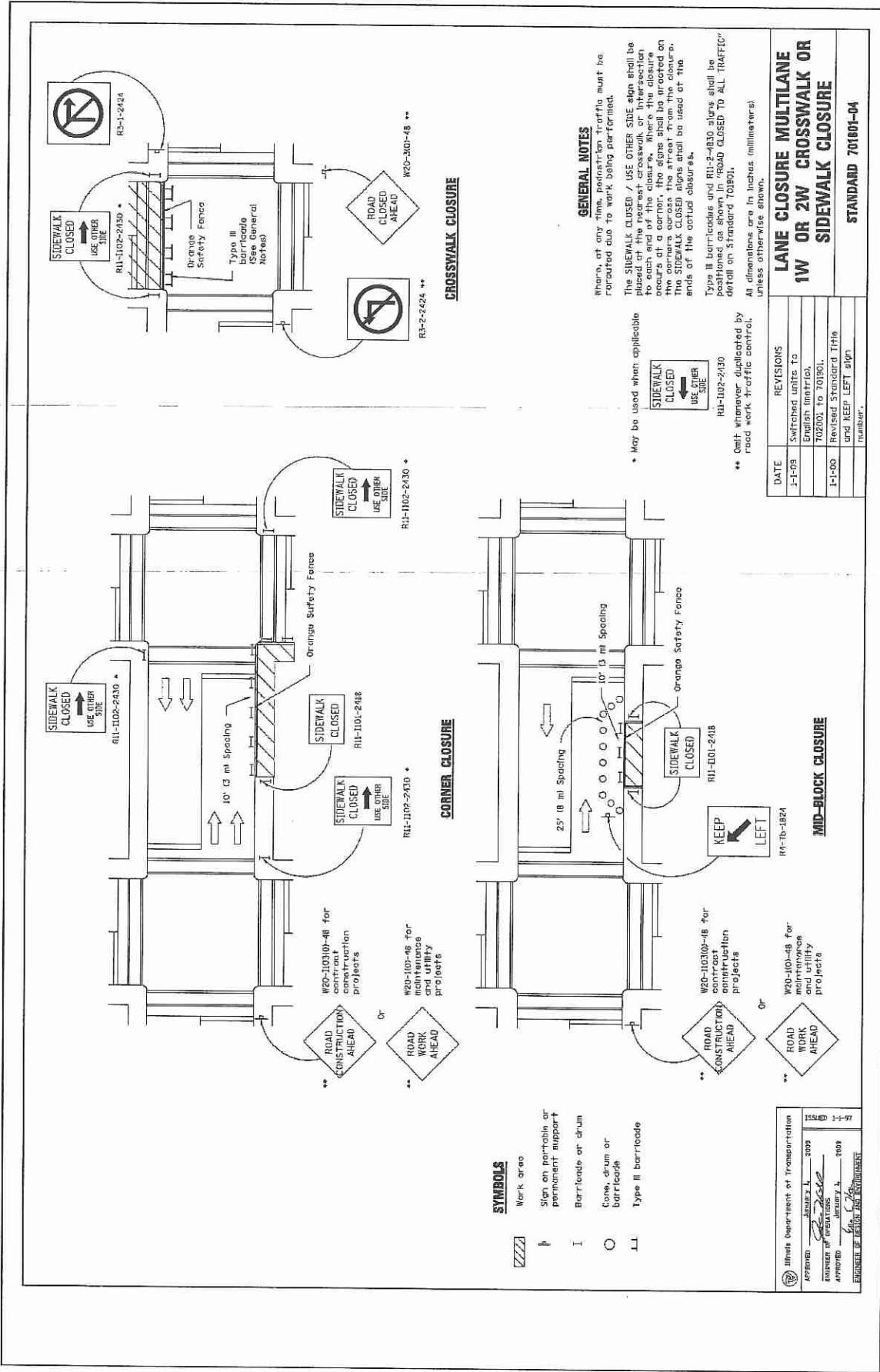
1.  Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2.  Cover sheet filled-in
3.  Bid Form copies filled-in. All copies must have original signatures and seals on them.
4.  Bid Bond or cashier's check enclosed with bid package.
5.  Schedule of Prices 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**

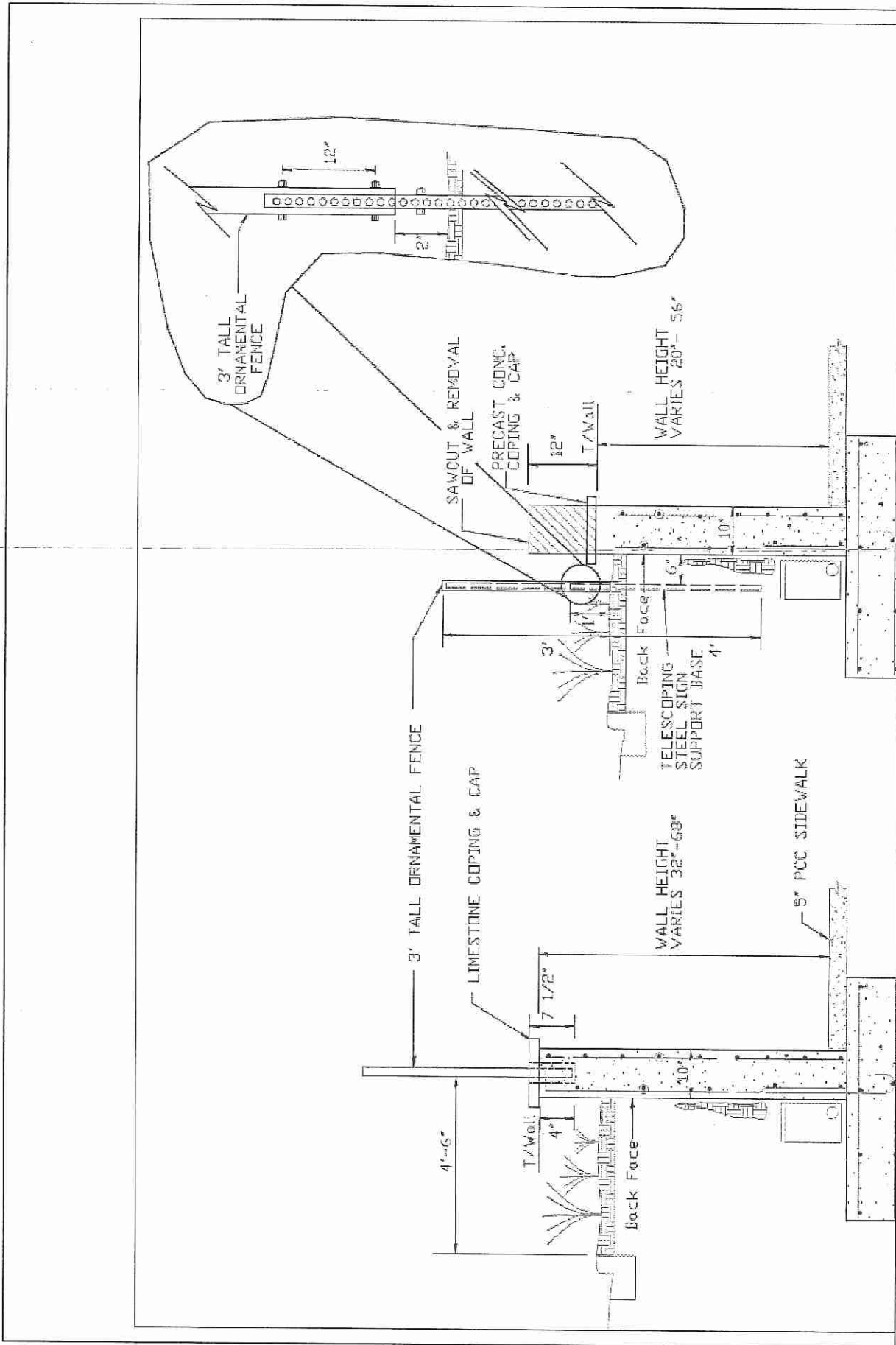
Retaining Wall Location Map.....(pg 82)  
IDOT Standard 701801-04 (Sidewalk Closure).....(pg 83)  
VDG Standard STM-11 (Silt Fence).....(pg 84)  
Existing & Proposed Wall Section Details.....(pg 85)  
Coping Section Detail.....(pg 86)  
Section Through Stair Detail.....(pg 87)  
IDOT Standard 728001-01 (Telescoping Steel Sign Support).....(pg 88)  
VDG Standard SLT-05 (Cable Splice).....(pg 89)  
VDG Standard SLT-11 (Pole Wiring).....(pg 90)  
VDG Standard SLT-14 (Ornamental Pole Light Fixture).....(pg 91)  
Drainage Structure Inlet Filter Detail.....(pg 92)  
Municipal Code 24-7 & 24-8 (Trees & Shurbs).....(pg 93-95)

# LOT A LOCATION MAP

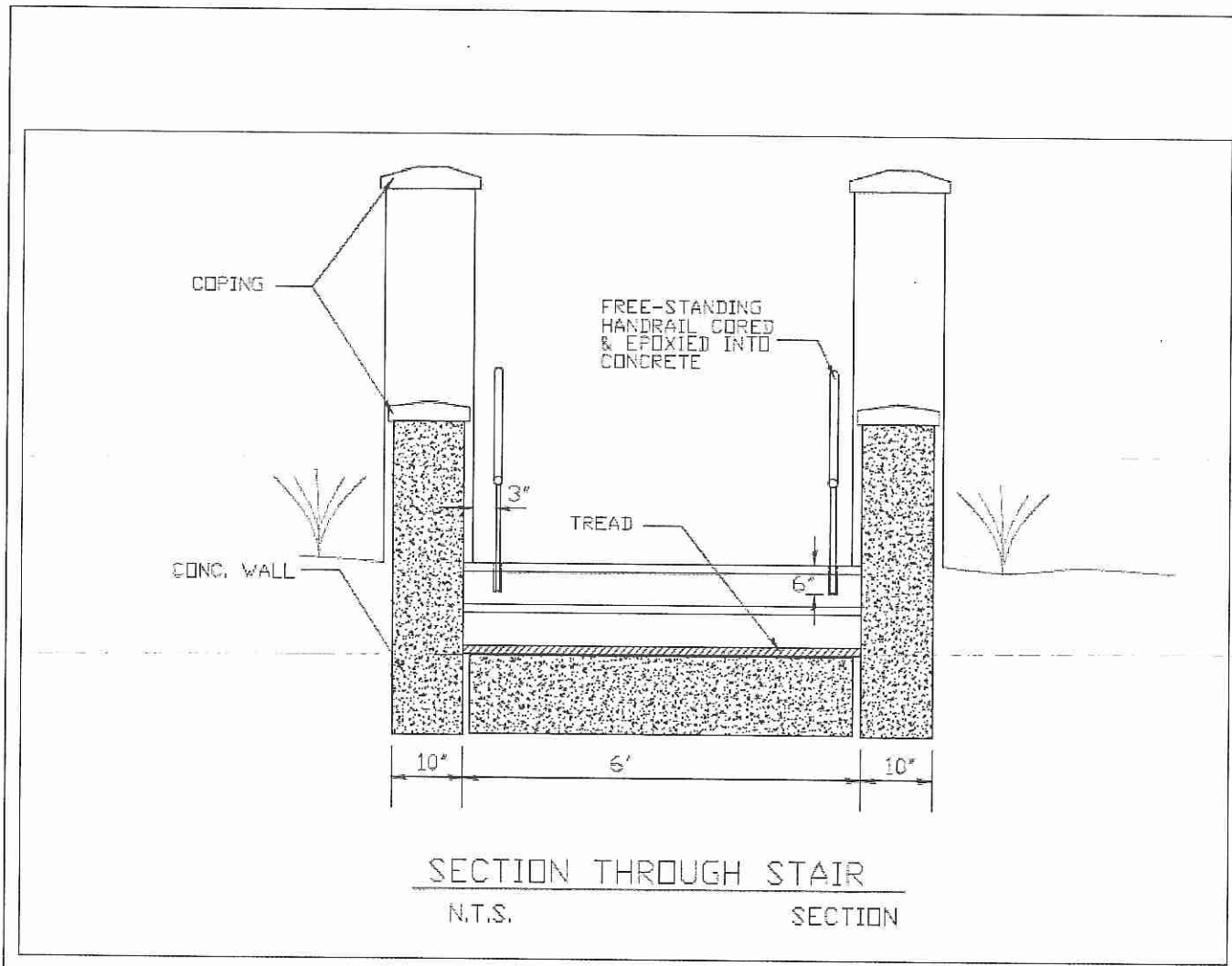


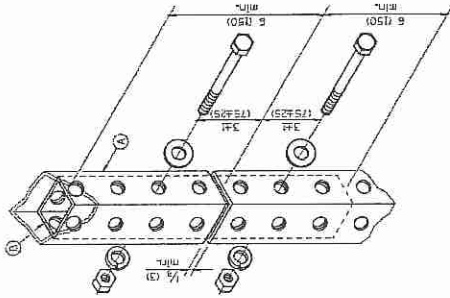




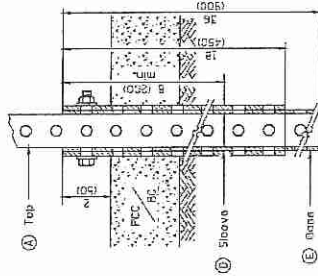




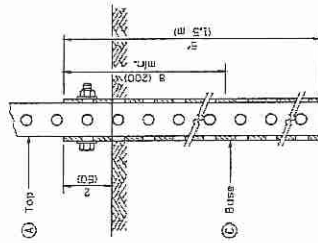




**SPUCE DETAIL**



**PAVEMENT MOUNT DETAIL**

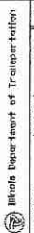


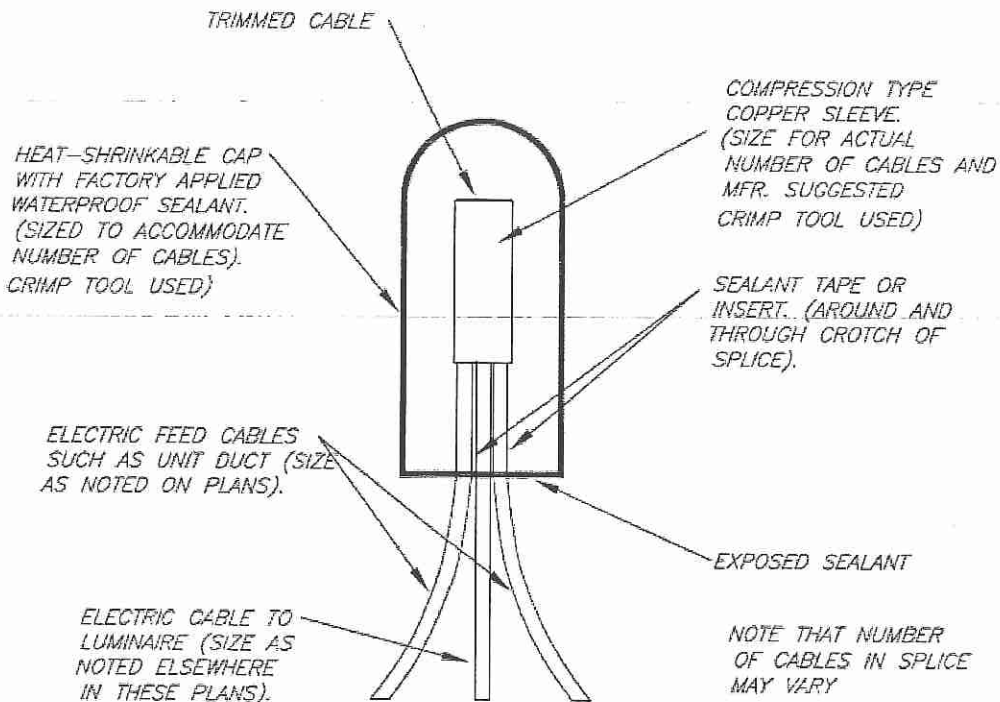
**GROUND MOUNT DETAIL**

(A)	2 x 2 x var. 161 x 51 var. 1
(B)	1 3/4 x 1 3/4 x 12 1/4 x 44 x 300
(C)	2 1/4 x 2 1/4 x 60 67 x 57 x 1500
(D)	2 1/2 x 2 1/2 x 18 164 x 64 x 450
(E)	2 1/4 x 2 1/4 x 36 157 x 57 x 300

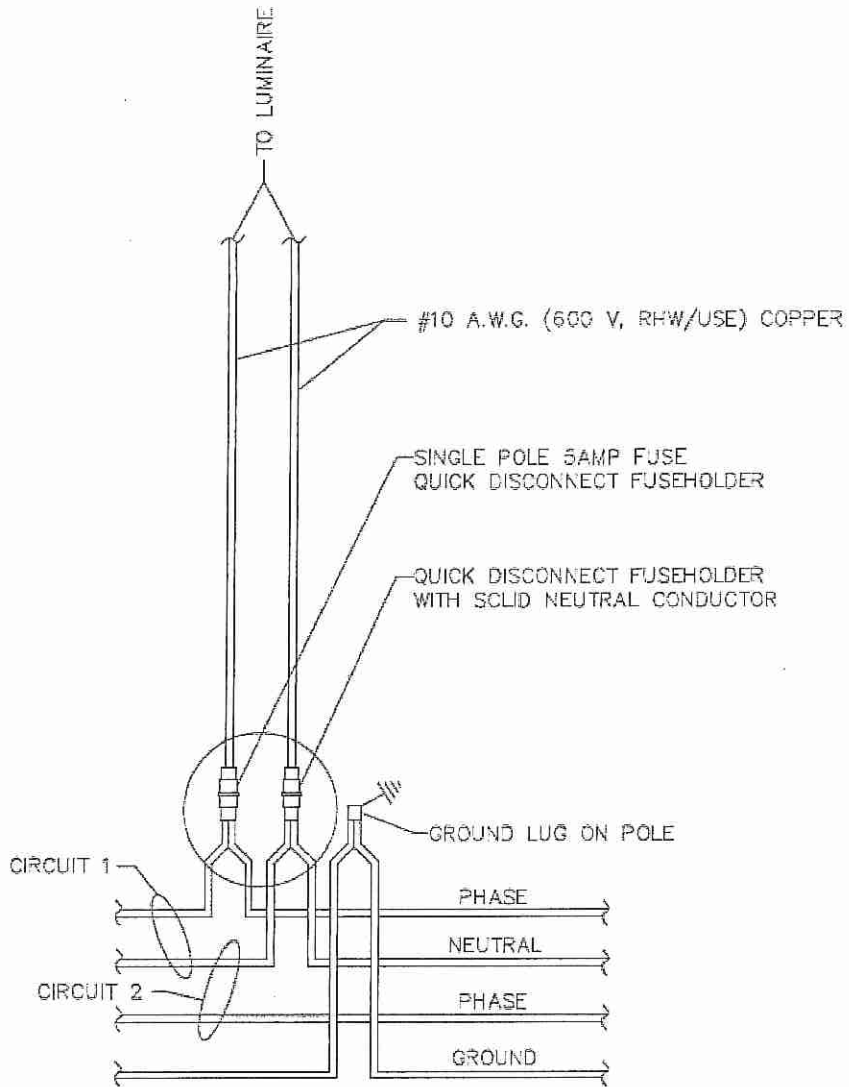
**GENERAL NOTES**  
 All bolts 3/8 (10.0) hex head zinc or cadmium plated.  
 All dimensions are in inches (millimeter)  
 unless otherwise shown.

TELESCOPING STEEL SIGN SUPPORT	
STANDARD 728001-01	
DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-01	New Standard. Used to be part of Standard 728005.


 Joseph J. 2079  
 ENGINEER OF OBSERVATIONS  
 APPROVED: [Signature] JOSEPH J. 2079  
 ENGINEER OF RECORD AND SUPERVISOR

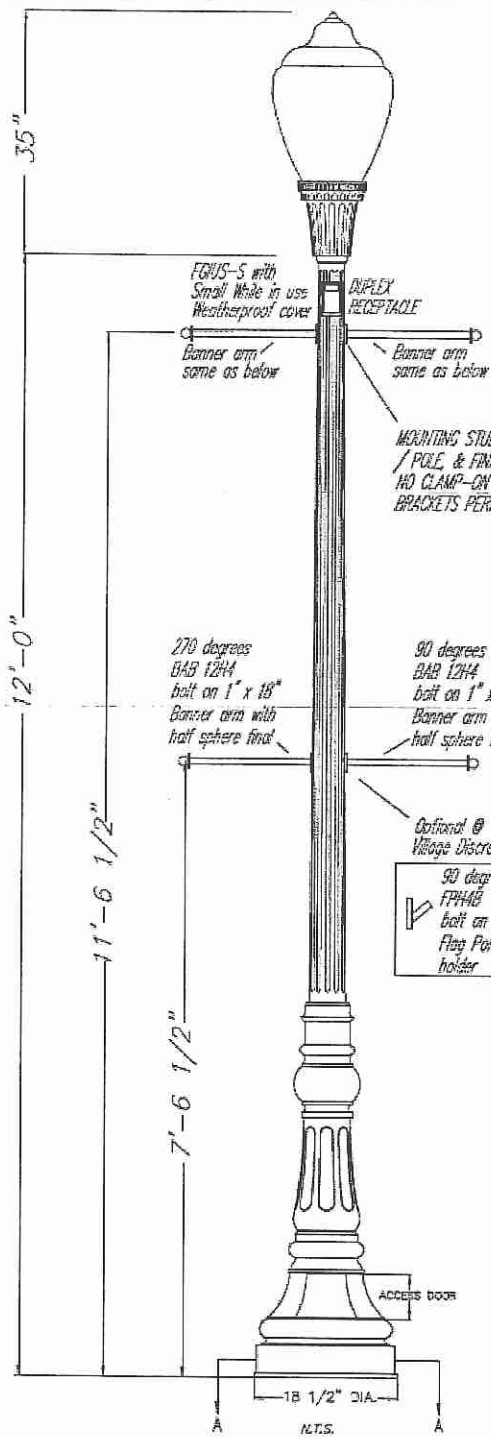


N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07	////	D.J.G.	M.D.M.	<h1>CABLE SPLICE</h1>
DRAWING NO. SLT-05					
I:\PW - ENG & TRANSPORTATION\DESIGN DETAILS-FEB 07\STREET LIGHTING\SLT-05					



N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07	////	D.J.G.	M.D.M.	<i>POLE WIRING ON NEW CONTROLLER</i>
DRAWING NO. SLT-11					
I:\PW - ENG & TRANSPORTATION\DESIGN DETAILS-FEB 07\STREET LIGHTING\SLT-11					



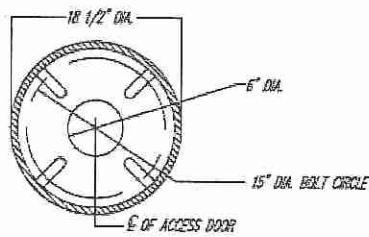


LUMINAIRE SPECIFICATIONS

STYLE: FXB130, ACORN POLY-CARBON-LEAF PATTERN  
 HEIGHT: 31 1/4"  
 WIDTH: 15 5/8" DIA.  
 MATERIAL: CAST ALUMINUM  
 GLOBE: FP-109 ACORN GLOBE, WITH IES TYPE III BOROSILATE GLASS REFRACTOR.  
 FINISH: FINISH PAINT - SEMI GLOSS BLACK  
 LAMPING: 100 WATT HIGH PRESSURE SODIUM (LAMP BY OTHERS)  
 VOLTAGE: 120 VOLT  
 SOCKET: MDS02L BASE

LAMP POST SPECIFICATIONS

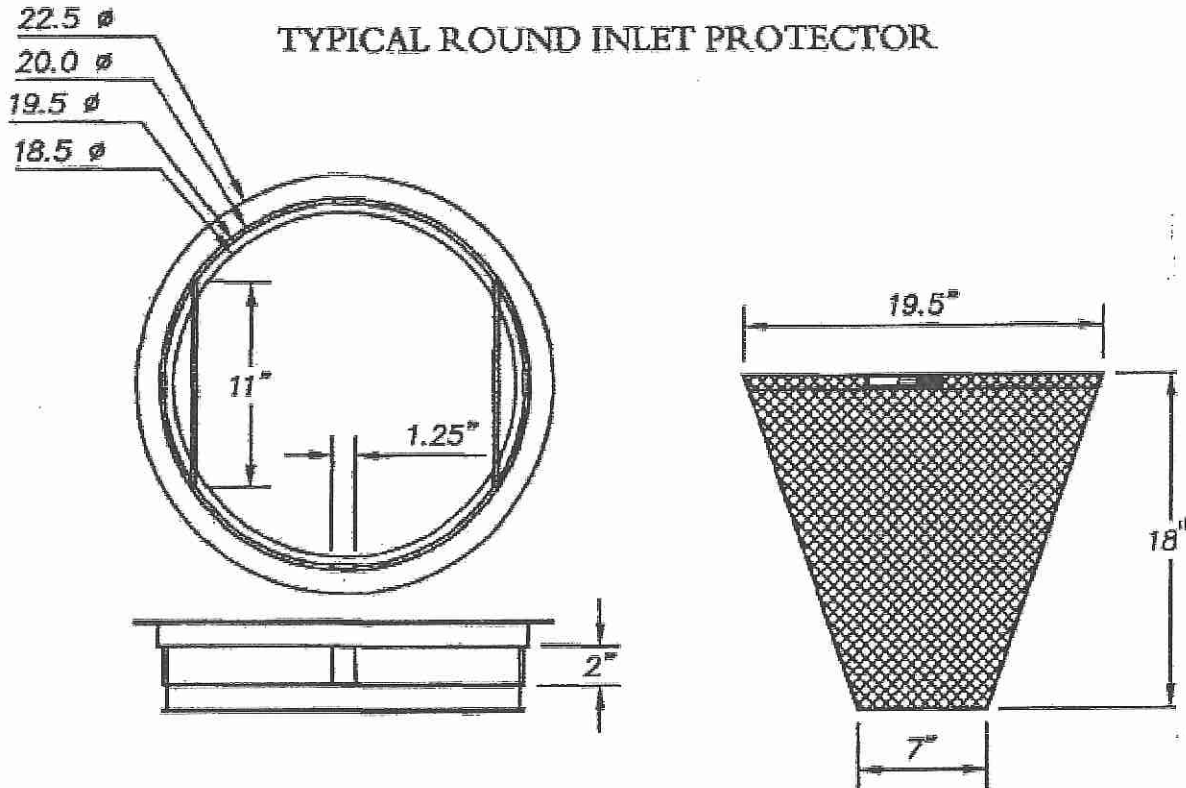
STYLE: WFM12-LFIP, MARQUEE SERIES  
 HEIGHT: 11' - 11 7/8"  
 LIGHT CENTER: 13' - 8 7/8"  
 BASE: 18 1/2" DIAMETER  
 MATERIAL: CAST ALUMINUM  
 FINISH: FINISH PAINT - SEMI GLOSS BLACK  
 ACCESS DOOR: LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET SECURITY MACHINE SCREWS  
 GROUND STUD PROVISIONS: DRILL AND TAP INSIDE WALL OF BASE OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4"-20 GROUND STUD (GROUND STUD SUPPLIED BY OTHERS)  
 ANCHOR BOLTS: (4) 3/4 X 24 + 3" HOOK (FULLY GALVANIZED WITH 2 GALVANIZED NUTS AND 2 GALVANIZED WASHERS PER BOLT)  
 BOLT PROJECTION: 3" REQUIRED  
 TOWER: 2 7/8" DIA. X 3" HIGH  
 RECEPTACLE: DUPLEX GFCI RECEPTACLE LOCATED AS SHOWN



N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07	//////	D.J.G.		<p>ORNAMENTAL POLE /LIGHT FIXTURE</p>
	06/06/07	Per PSRT & Mike	D.J.G.	M.D.M.	
DRAWING NO. SLT-14					
L:\PW - ENG & TRANSPORTATION\DESIGN DETAILS-FEB 07\STREET LIGHTING\SLT-13					



TYPICAL ROUND INLET PROTECTOR



NOTES:

FRAME: TOP RING CONSTRUCTED FROM 1 1/4" x 1 1/4" x 1/8" ANGLE.  
 BASE RING CONSTRUCTED FROM 1 1/2" x 1/2" x 1/8" CHANNEL.  
 HANDLES & SUSPENSION BRACKETS CONSTRUCTED FROM 1/4" x 1 1/4"  
 FLAT. ALL STEEL CONFORMING TO ASTM-A36.

REPLACEABLE BAG: CONSTRUCTED FROM 4 OZ./SQ. YD. NON-WOVEN  
 POLYPROPYLENE GEOTEXTILE REINFORCED WITH POLYESTER MESH  
 CONNECTED TO BASE RING WITH STAINLESS STEEL STRAP & LOCK.

2 DETAIL - "CATCH ALL" INLET BASKET PROTECTION  
 C7.4 NOT TO SCALE

FILE:EC-CATCH ALL.DWG

Downers Grove Municipal Code

Chapter 24

TREES AND SHRUBS

Sections:

24.7. Prevention of Injury to Trees-Public Right-of-Way

24.8. Violations.

24.1000NOTE. Notes to Chapter 24.

**Section 24.7. Prevention of Injury to Trees-Public Right-of-Way**

In the erection, alteration or repair of any building or structure, or the construction, installation, alteration or repair of any street, driveway, sidewalk, or utility, trees in the right-of-way or on any Village owned or maintained property shall be protected from damage or removal unless otherwise authorized by a permit issued by the Public Works Department pursuant to the provisions of Chapter 19. Suitable protection shall include a six (6) foot high temporary chain link construction fence secured to metal posts driven into the ground which are spaced no further than ten (10) feet apart. 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 within the Critical Root Zone. It shall be unlawful for any entity or person to sever roots, compact the soil, regrade the parkway or excavate within the critical root zone of any tree in any right-of-way of any street without a valid permit during the erection, alteration or repair of any building or structure, or the construction, installation, alteration or repair of any street, driveway, sidewalk or utility. The critical root zone is defined as the minimum volume of roots necessary for maintenance of tree health and stability, and shall be a rectangle around the tree trunk with the minimum dimensions listed in the table below:

Tree diameter 4.5 feet above ground	Width from street to property (minimum - curb to sidewalk)	Length along street (minimum)	Depth
0 - 12.0 inches	10 feet	10 feet	4 feet
12.1 - 24.0 inches	10 feet	20 feet	4 feet
24.1 or more inches	10 feet	30 feet	4 feet

Whenever possible, the entire parkway shall be fenced except where access has been permitted. Any factors that would cause any deviations from the table above shall be noted on the permit issued for work in the area and shall be approved by the Village Forester before the work begins or the permit is issued. In addition to any fines that may be assessed for violation of this section, the person shall pay to the Village a sum equal to the value or partial value of the tree lost as a result of the violation. The value or partial value of the tree lost shall be as determined by the Village Forester using the most current edition of the Guide for Plant Appraisal prepared by the Council of Tree and Landscape Appraisers, and edited, published and copyrighted by the International Society of Arboriculture. Various factors used in the tree value calculations for northern Illinois shall be obtained from the most current edition of the Species Ratings and Appraisal Factors for Illinois prepared by the Illinois Arborist Association. (R.O. 1925, § 209.)

(Ord. 4895, Amended, 08/07/2007; Ord. 4673, Amended, 05/17/2005; 4000, Amended, 01/19/1998)

**Section 24.8. Violations.**

(1) It shall be unlawful for any person or entity to fail to maintain the fence around the critical root zone, as defined above. Each day during which a violation continues or is permitted shall be construed as a separate and

distinct offense.

(2) Any entity or person who injures a public tree shall be held responsible for the costs of repairs, such as pruning or cabling, if the injured tree will not die as a result of such injuries. In cases where the tree has been damaged beyond repair and cannot remain in the public right-of-way, the entity or person responsible for the damage shall remove the tree and stump at their own costs, or if the tree is an immediate hazard, the entity or person shall pay the cost the Village incurs in its removal.

(3) In addition to any fines that may be assessed for violation of this section, the person shall pay to the Village a sum equal to the value or partial value of the tree lost as a result of the violation or replacement of trees as provided below. The value or partial value of the tree lost shall be as determined by the Village Forester using the most current edition of the Guide for Plant Appraisal prepared by the Council of Tree and Landscape Appraisers, and edited, published and copyrighted by the International Society of Arboriculture. Various factors used in the tree value calculations for northern Illinois shall be obtained from the most current edition of the Species Ratings and Appraisal Factors for Illinois prepared by the Illinois Arborist Association.

(4) Whoever violates this Code, in addition to any other fines, or fees, shall be subject to the following provisions:

(a) Fines:

1st Offense \$500

2nd Offense \$1,000

3rd and Subsequent Offense \$2,500

All violations that are committed by the same person or any firm controlled by such person shall be counted, regardless of whether or not the violations occur at the same time. Any finding or plea of guilty or plea of "no contest" upon a citation shall be deemed a violation.

(b) Replacement of each tree unlawfully removed under the following scheme:

Removed 10-12 inch diameter tree\* Replace with 3 trees\*\*

Removed 13-19 inch diameter tree\* Replace with 4 trees\*\*

Removed 20-25 inch diameter tree\* Replace with 5 trees\*\*

Removed 26-29 inch diameter tree\* Replace with 6 trees\*\*

Removed 30-35 inch diameter tree\* Replace with 7 trees \*\*

Removed 36 or greater inch diameter tree\* Replace with 8 trees\*\*

\* Trunk size as measured at 4.5 feet above the established ground level.

\*\* All replacement trees shall have a minimum trunk size of four (4) inches in diameter, as measured six (6) inches above the established ground level, upon installation.

In interpreting the above exchange rate, in the event of a fraction of an inch, if a fraction is equal to one-half (1/2) inch or greater, the higher full number shall be used.

The Village Forester shall approve species of any replacement tree. Any replacement tree shall be guaranteed by the violator for up to eighteen (18) months after planting. In the event a replacement tree dies or is in declining condition, the violator shall make a replacement of that dead or declining tree.

(c) Payment into the Village's tree planting fund in lieu of replacement.

## Village of Downers Grove

In addition to the fines or fees described in section (a) above, but in lieu of replacement as set forth in section (b), any person or entity who unlawfully removes a tree may pay into the Village's tree planting fund the cost for replacement at a rate of one hundred dollars (\$100) per inch of trunk diameter of the tree that was destroyed or removed.

(d) In addition to any other applicable provisions, the Village may issue to any entity or person who violates any provision of this chapter an invoice as settlement of any violation. The invoice shall list the specific violations that occurred, the date or dates of a violation, the location of the violation and shall request payment of the invoice within thirty (30) days. In lieu of invoices, bonds issued for the work at a violation site may be forfeited should funds be sufficient to cover the tree values or fines. Upon failure to settle the violation, a complaint shall be filed in the Circuit Court for the damage and violation. (R.O. 1925, § 208.)

(Ord. 4673, Amended, 05/17/2005; Ord. 4525, Amended, 07/15/2003; 3870, Amended, 08/05/1996; 3429, Amended, 01/27/1992)



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

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

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

**BIDDER:**

MARTAM CONSTRUCTION, INC  
Company Name

8/4/2011  
Date

1200 GASKET DRIVE  
Street Address of Company

e.ismail@Comcast.net  
E-mail Address

ELGIN, IL 60120  
City, State, Zip

EDWARD M. ISMAIL  
Contact Name (Print)

847-608-6800 EXT. 15  
Business Phone

630-936-3697  
24-Hour Telephone

847-608-6804  
Business Fax

*Edward M. Ismail*  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Edward M. Ismail, Pres.  
Print Name & Title

*[Signature]*  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

**BIDDER:**

Martam Construction, Inc.  
Company Name

8/14/11  
Date

1200 Gasket Dr.  
Street Address of Company

e.ismail@comcast.net  
E-mail Address

Elgin, IL 60120  
City/State, Zip

Edward Ismail  
Contact Name (Print)

847-608-6800  
Business Phone

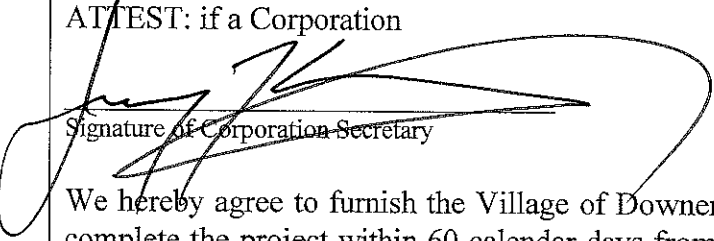
630-936-3697  
24-Hour Telephone

847-608-6804  
Business Fax

~~Tamas Kutravete~~  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Tamas Kutravete, Pres  
Print Name & Title

  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

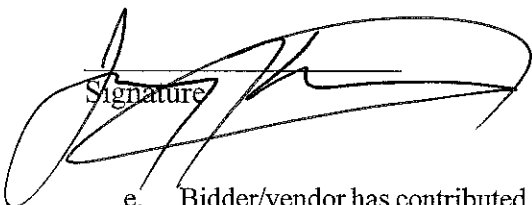
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Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5)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

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

  
Signature

Jerry Kutrowatz  
Print Name

- e. 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