

**VILLAGE OF ELMWOOD PARK
CONTRACT AGREEMENT**

THIS CONTRACT ("Contract"), made this 19th day of March, 2013 by and between the Village of Elmwood Park hereinafter called "OWNER", and JOHN NERT CONSTRUCTION CO. INC. hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, OWNER has heretofore, solicited Bids for all the Work (as defined in the Notice to Bidders described below), collateral and/or incidental Work, and improvements and for the doing of all things included within the hereinafter specified in and related to Contract Documents for **80th Avenue Storm Sewer Project**.

WHEREAS, OWNER did on the 20th day of February, 2013, find that CONTRACTOR was the lowest responsible bidder for hereinafter specified Work and did award CONTRACTOR a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

CONTRACTOR agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work, collateral and/or incidental Work and improvements required for and related to the **80th Avenue Storm Sewer Project** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the CONTRACTOR by said Contract Documents (defined hereafter) for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; Illinois Environmental Protection Agency rules and regulations; and any applicable rules and regulations of the State of Illinois, Cook County and the Village of Elmwood Park. Furthermore, and as related to the Work, the CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

ARTICLE II - CONTRACT DOCUMENTS

The "Contract Documents" herein named include all of the following component parts, all of which are incorporated into and made a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Notice to Bidders
2. General Provisions for the 80th Avenue Storm Sewer Project
3. Special Provisions for the 80th Avenue Storm Sewer Project
4. Bid Proposal
5. Performance and Payment Bonds
6. Contract Agreement
7. Contract Drawings
8. IDOT Standard Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing
10. Any and all other drawings, plans, specifications, exhibits, and related documents included or referred to in the foregoing Contract Documents, and
11. Addenda:
No. 1, dated 2/21, 2013
No. _____, dated _____, 20____
No. _____, dated _____, 20____
No. _____, dated _____, 20____

ARTICLE III - CONTRACT PRICE

The CONTRACTOR agrees to receive and accept a sum not in excess of the following total bid price (and as may be adjusted as provided in the General Provisions of the Contract Documents) as full compensation for furnishing all materials, equipment and labor to do all the Work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the OWNER, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the ENGINEER under them; also for any and all other things required by the Contract Documents, to wit:

Upon completion and acceptance by OWNER of all Work in accordance with the Contract Documents, OWNER agrees to pay CONTRACTOR for performance of Work in accordance with the Contract Documents in current funds a sum not exceeding the

Total Contract Price of TWO MILLION FIVE HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED SIXTY THREE Dollars (~~\$2,595,563.75~~
(in writing) AND SEVENTY FIVE CENTS. (in figures)

This Total Contract Price includes all Bonds, materials, labor, equipment, permits, applicable fees, approvals, licenses and insurance (as required under the Contract Documents).

Plus the following (List in detail additional Work, if any, and corresponding amounts):

ARTICLE IV - CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the **80th Avenue Storm Sewer Project**. The Work under this Contract shall be completed within 25 **working days or from a date mutually agreed upon between OWNER and CONTRACTOR**. The CONTRACTOR agrees to commence Work (**weather permitting**) under this Contract within **ten calendar days** after the receipt from the OWNER of a fully executed Contract and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the OWNER within the previously specified time period.

ARTICLE V - LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the OWNER in writing. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER pursuant to Section 108.09 of the STANDARD SPECIFICATIONS for the time that expires after the specified completion time until the Work is completed and acceptance by the OWNER. OWNER is entitled to and will deduct these costs from any monies due or that may become due the CONTRACTOR.

ARTICLE VI - OTHER REMEDIES

The aforementioned liquidated damages apply only to delays in CONTRACTOR'S performance. OWNER retains all other available rights or remedies available under the Contract Documents or at law or equity, including but not limited to compensatory, consequential and punitive damages, if applicable, for other breaches under the Contract Documents. CONTRACTOR shall be responsible for and pay for any and all of OWNER'S attorneys' fees and/or costs incurred in or arising from the enforcement by OWNER of the terms, conditions, and provisions contained in the Contract Documents against the CONTRACTOR.

ARTICLE VII - PAYMENTS TO CONTRACTOR

General: OWNER agrees with said CONTRACTOR to employ and does hereby employ, the said CONTRACTOR to provide the materials, labor, equipment, bonds, applicable fees, permits, and licenses and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Application for Payment and Waiver of Lien. The CONTRACTOR shall submit a partial payment estimate and partial waiver of lien acceptable to OWNER not more than once each month and in accordance with the Contract Documents. The estimate will cover the Work performed from the previous estimate until issuance of the current partial payment estimate. The partial payment estimate must be supported by such data as may be required by the ENGINEER. Upon OWNER'S and ENGINEER'S approval of the partial payment estimate and partial waiver(s) of lien, the OWNER agrees to make payment. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract. The retainage may be reduced at the discretion of the ENGINEER.

Upon completion of all the Work and approval thereof by the ENGINEER, a final payment estimate will be prepared by the CONTRACTOR. Upon OWNER'S and ENGINEER'S approval of all final payment estimates and final waiver(s) of lien, the OWNER will, within thirty (30) calendar days, pay the CONTRACTOR the final payment on the basis of the approved final payment estimate. The acceptance by the CONTRACTOR of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the OWNER from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the OWNER relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract or the Performance, Payment and Maintenance Bond.

A partial and final waiver of lien shall also be required from each SUBCONTRACTOR and material supplier before a partial of final payment is made.

ARTICLE VIII - SEVERABILITY

If any provision of the Contract Documents is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Contract Documents will remain in full force and effect. Any provisions of the Contract Documents held invalid or unenforceable only in parts or degree will remain in full force and effect to the extent not held invalid or unenforceable.

ARTICLE IX - HEADINGS

The headings of the paragraphs and subparagraphs in the Contract Documents are provided for convenience only and will not affect its construction or interpretation. All words used in the Contract Documents will be construed to be of such gender or number as the circumstances require. Unless otherwise provided, the word "including" does not limit the preceding words or terms.

ARTICLE X - WAIVER

The rights and remedies of the parties to the Contract Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under the Contract Documents or the documents referred to therein will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in four original counterparts the day and year first above written.

JOHN NERI CONSTRUCTION CO. INC
CONTRACTOR

By  (SEAL)

NICHOLAS NERI
Title PRESIDENT

By _____ (SEAL)

Title _____
(if partnership)

WITNESS:

 (SEAL)

ANTHONY NERI
Title: SECRETARY

VILLAGE OF ELMWOOD PARK
OWNER

By  (SEAL)
Peter N. Silvestri, Village President

WITNESS:


Elsie Sutter, Village Clerk

IMPORTANT

NOTE: If the CONTRACTOR is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if CONTRACTOR is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the CONTRACTOR is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of CONTRACTOR shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

80TH AVENUE STORM SEWER PROJECT

BID PROPOSAL

I/We hereby agree to furnish to the OWNER all necessary materials, equipment, labor, etc. to complete the 80th Avenue Storm Sewer Project in accordance with provisions, instructions, and specifications of the OWNER for the prices as follows:

ITEM NO.	IDOT CODE	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	14	\$ 60.00	\$ 840.00
2	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	32	\$ 100.00	\$ 3,200.00
3	20200100	EARTH EXCAVATION	CU YD	275	\$ 24.00	\$ 6,600.00
4	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	200	\$ 1.00	\$ 200.00
5	20800150	TRENCH BACKFILL	CU YD	6475	\$ 30.00	\$ 194,250.00
6	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	950	\$ 2.00	\$ 1,900.00
7	25200200	SUPPLEMENTAL WATERING	UNIT	45	\$ 1.00	\$ 45.00
8	28000400	PERIMETER EROSION BARRIER	FOOT	3200	\$ 3.50	\$ 11,200.00
9	28000510	INLET FILTERS	EACH	50	\$ 150.00	\$ 7,500.00
10*	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	200	\$ 25.00	\$ 5,000.00
11	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	985	\$ 4.00	\$ 3,940.00
12	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	9765	\$ 5.50	\$ 53,707.50
13	35501308	HOT-MIX ASPHALT BASE COURSE, 6"	SQ YD	9765	\$ 24.50	\$ 239,242.50
14*	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	1150	\$ 12.00	\$ 13,800.00
15	40600100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	1120	\$ 3.00	\$ 3,360.00
16	40600300	AGGREGATE (PRIME COAT)	TON	35	\$ 1.00	\$ 35.00
17	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	940	\$ 76.50	\$ 71,910.00
18	42001300	PROTECTIVE COAT	SQ YD	1950	\$ 1.00	\$ 1,950.00
19	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	285	\$ 42.00	\$ 11,970.00
20	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	252	\$ 48.00	\$ 12,096.00
21	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	5440	\$ 4.50	\$ 24,480.00
22	42400800	DETECTABLE WARNINGS	SQ FT	210	\$ 35.00	\$ 7,350.00

**80TH AVENUE STORM SEWER PROJECT
BID PROPOSAL**

ITEM NO.	IDOT CODE	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
23	44000100	PAVEMENT REMOVAL	SQ YD	10005	\$ 14.00	\$ 140,070.00
24	44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	1430	\$ 6.00	\$ 8,580.00
25	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	285	\$ 15.00	\$ 4,275.00
26	44000500	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	3534	\$ 3.00	\$ 10,602.00
27	44000600	SIDEWALK REMOVAL	SQ FT	7865	\$ 1.50	\$ 11,797.50
28	44201747	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	140	\$ 90.00	\$ 12,600.00
29	550A2380	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 30"	FOOT	71	\$ 62.00	\$ 4,402.00
30	550A2400	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 36"	FOOT	102	\$ 66.00	\$ 6,732.00
31	550A2410	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 42"	FOOT	1312	\$ 84.00	\$ 110,208.00
32	550A2420	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 48"	FOOT	1850	\$ 118.00	\$ 218,300.00
33	550A2430	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 54"	FOOT	996	\$ 110.00	\$ 109,560.00
34	550A0250	STORM SEWERS, CLASS A, TYPE 1 84"	FOOT	70	\$ 340.00	\$ 23,800.00
35	550A2560	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 24"	FOOT	41	\$ 55.00	\$ 2,255.00
36	550A2580	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 30"	FOOT	29	\$ 62.00	\$ 1,798.00
37	550A2600	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 36"	FOOT	26	\$ 66.00	\$ 1,716.00
38	550A2610	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 42"	FOOT	74	\$ 75.00	\$ 5,550.00
39	550A2630	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 54"	FOOT	764	\$ 112.00	\$ 85,568.00
40	550A4300	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 30"	FOOT	334	\$ 92.00	\$ 30,728.00
41*	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	60	\$ 60.00	\$ 3,600.00
42*	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	2890	\$ 62.00	\$ 179,180.00
43*	56103200	DUCTILE IRON WATER MAIN 10"	FOOT	50	\$ 85.00	\$ 4,250.00
44*	56103300	DUCTILE IRON WATER MAIN 12"	FOOT	40	\$ 90.00	\$ 3,600.00
45*	56105000	WATER VALVES 8"	EACH	14	\$ 1,350.00	\$ 18,900.00
46*	56105100	WATER VALVES 10"	EACH	1	\$ 2,000.00	\$ 2,000.00
47*	56105200	WATER VALVES 12"	EACH	1	\$ 2,500.00	\$ 2,500.00
48*	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	50	\$ 35.00	\$ 1,750.00

**80TH AVENUE STORM SEWER PROJECT
BID PROPOSAL**

ITEM NO.	IDOT CODE	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
49*	56400500	FIRE HYDRANT TO BE REMOVED	EACH	3	\$ 500.00	\$ 1,500.00
50*	56400820	FIRE HYDRANTS, WITH AUXILIARY VALVE AND VALVE BOXES	EACH	3	\$ 4,200.00	\$ 12,600.00
51	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	780	\$ 130.00	\$ 101,400.00
52	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID (WITH HALF TRAP)	EACH	26	\$ 1,850.00	\$ 48,100.00
53	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7	\$ 2,450.00	\$ 17,150.00
54	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 3,600.00	\$ 7,200.00
55	60224469	MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 9,800.00	\$ 9,800.00
56	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 1,100.00	\$ 3,300.00
57	60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	16	\$ 1,500.00	\$ 24,000.00
58	60500040	REMOVING MANHOLES	EACH	10	\$ 250.00	\$ 2,500.00
59	60500050	REMOVING CATCH BASINS	EACH	21	\$ 250.00	\$ 5,250.00
60	60500105	FILLING MANHOLES	EACH	10	\$ 200.00	\$ 2,000.00
61	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	3435	\$ 14.25	\$ 48,948.75
62	67000400	ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	12	\$ 300.00	\$ 3,600.00
63	67100100	MOBILIZATION	L SUM	1	\$ 50,000.00	\$ 50,000.00
64	70300220	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	250	\$ 0.75	\$ 187.50
65	70300260	TEMPORARY PAVEMENT MARKING - LINE 12"	FOOT	550	\$ 1.20	\$ 660.00
66	70300280	TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	290	\$ 2.00	\$ 580.00
67	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	250	\$ 1.50	\$ 375.00
68	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	550	\$ 4.00	\$ 2,200.00
69	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	290	\$ 7.00	\$ 2,030.00
70*	88600600	DETECTOR LOOP REPLACEMENT	FOOT	125	\$ 35.00	\$ 4,375.00
71*	X0320374	PLUG EXISTING SANITARY SEWERS	EACH	5	\$ 250.00	\$ 1,250.00
72*	X0324078	CONFLICT MANHOLES	EACH	4	\$ 2,100.00	\$ 8,400.00
73*	X2520700	SODDING, SPECIAL	SQ YD	1340	\$ 12.00	\$ 16,080.00
74*	X6022810	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8	\$ 2,600.00	\$ 20,800.00

**80TH AVENUE STORM SEWER PROJECT
BID PROPOSAL**

ITEM NO.	IDOT CODE	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
75*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 109,100.00	\$ 109,100.00
76*	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 18,500.00	\$ 18,500.00
77*	NA	DISCONNECT AND CAP EXISTING WATER MAIN	EACH	25	\$ 750.00	\$ 18,750.00
78*	NA	INLINE SHUT DOWN CONNECTION 6"	EACH	3	\$ 1,500.00	\$ 4,500.00
79*	NA	INLINE SHUT DOWN CONNECTION 10"	EACH	1	\$ 2,200.00	\$ 2,200.00
80*	NA	INLINE SHUT DOWN CONNECTION 12"	EACH	1	\$ 3,600.00	\$ 3,600.00
81*	NA	JUNCTION CHAMBER #1	L SUM	1	\$ 13,500.00	\$ 13,500.00
82*	NA	JUNCTION CHAMBER #2	L SUM	1	\$ 12,500.00	\$ 12,500.00
83*	NA	JUNCTION CHAMBER #3	L SUM	1	\$ 10,500.00	\$ 10,500.00
84*	NA	JUNCTION CHAMBER #4	L SUM	1	\$ 9,900.00	\$ 9,900.00
85*	NA	JUNCTION CHAMBER #5	L SUM	1	\$ 12,000.00	\$ 12,000.00
86*	NA	JUNCTION CHAMBER #6	L SUM	1	\$ 12,000.00	\$ 12,000.00
87*	NA	JUNCTION CHAMBER #7	L SUM	1	\$ 9,800.00	\$ 9,800.00
88*	NA	JUNCTION CHAMBER #8	L SUM	1	\$ 9,600.00	\$ 9,600.00
89*	NA	JUNCTION CHAMBER #9	L SUM	1	\$ 9,800.00	\$ 9,800.00
90*	NA	JUNCTION CHAMBER #10	L SUM	1	\$ 9,600.00	\$ 9,600.00
91*	NA	LOWERING BOX CULVERTS (10' X 4')	FOOT	138	\$ 120.00	\$ 16,560.00
92*	NA	OPEN BOTTOM MANHOLE, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	8	\$ 1,900.00	\$ 15,200.00
93*	NA	PRESSURE CONNECTION TO EXISTING WATER MAIN 6"	EACH	2	\$ 3,100.00	\$ 6,200.00
94*	NA	PRESSURE CONNECTION TO EXISTING WATER MAIN 8"	EACH	1	\$ 3,600.00	\$ 3,600.00
95*	NA	PRESSURE CONNECTION TO EXISTING WATER MAIN 12"	EACH	1	\$ 5,400.00	\$ 5,400.00
96*	NA	REMOVE AND REPLACE CHAIN LINK FENCE, 6' SPECIAL	FOOT	2070	\$ 22.00	\$ 45,540.00
97*	NA	REMOVING BOX CULVERTS (10' X 4')	FOOT	12	\$ 75.00	\$ 900.00
98*	NA	SEWER REMOVAL	FOOT	640	\$ 5.00	\$ 3,200.00
99*	NA	SEWER REMOVAL AND REPLACEMENT (WATER MAIN REQUIREMENTS)	FOOT	90	\$ 45.00	\$ 4,050.00
100*	NA	STORM SEWER, PVC, 8"	FOOT	265	\$ 38.00	\$ 10,070.00
101*	NA	STORM SEWER, PVC, 12"	FOOT	1055	\$ 42.00	\$ 44,310.00

**80TH AVENUE STORM SEWER PROJECT
BID PROPOSAL**

ITEM NO.	IDOT CODE	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
102*	NA	CHECK VALVE, 12-INCH TIDE FLEX (16-INCH OUTER DIAMETER)	EACH	1	\$ 5,800.00	\$ 5,800.00
103*	NA	TREE PROTECTION	EACH	46	\$ 125.00	\$ 5,750.00
104*	NA	WATER MAIN 8" (DIRECTIONAL BORE)	FOOT	750	\$ 105.00	\$ 78,750.00
105*	NA	WATER MAIN REMOVAL	FOOT	800	\$ 5.00	\$ 4,000.00
106*	NA	WATER SERVICE LINE, SHORT RECONNECTION	EACH	2	\$ 1,400.00	\$ 2,800.00
107*	NA	WATER SERVICE LINE, LONG RECONNECTION, BORED	EACH	2	\$ 2,200.00	\$ 4,400.00
					TOTAL = \$	2,595,563.75
*** Indicates Special Provision						

**VILLAGE OF ELMWOOD PARK
BID PROPOSAL**

I/We hereby agree to furnish to the Village of Elmwood Park all necessary materials, labor, etc. to complete the **80TH AVENUE STORM SEWER PROJECT** in accordance with provisions, instructions, and specifications of the Village of Elmwood Park for the Total Bid Price of: (in figures) \$ 2,545,563.75


(in words) ~~TWO MILLION FIVE HUNDRED NINETY FIVE THOUSAND FIVE -~~ Dollars
HUNDRED SIXTY THREE AND SEVENTY-FIVE

Signed on this 20TH day of February, 2013. ^{DOLLARS} _{CENTS.}

If an individual or partnership, all individual names of each partner shall be signed:

By: n/a _____
Print Name: _____
Position/Title:..... _____
By: _____
Print Name: _____
Position/Title:..... _____
Company Name: _____
Address line 1: .. _____
Address line 2: .. _____
Telephone: _____

If a corporation, an officer duly authorized should sign and attach corporate seal
PLACE CORPORATE SEAL HERE

By:  _____
Print Name: NICHOLAS NERI _____
Position/Title: PRESIDENT _____
Company Name: JOHN NERI CONSTRUCTION CO. INC _____
Address line 1: 770 Factory Rd. Addison, IL _____
Telephone: (630) 629-8384 _____

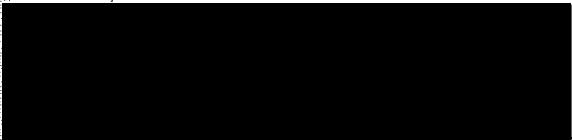
The Village of Elmwood Park is exempt from sales or federal tax; therefore, do not include in bid price.

**BIDDER'S CERTIFICATION FORM
(BID PROPOSAL)**

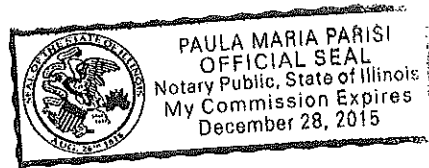
JOHN NERI CONST. CO. INC (Name of Bidder), having submitted a bid on a contract for **80TH AVENUE STORM SEWER PROJECT** to the Village of Elmwood Park, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: 
Authorized Agent of BIDDER

Subscribed and sworn to before me this 28TH day of February, 2013.



Notary Public



The Village of Elmwood Park reserves the right to reject any or all bids, to waive technicalities in bidding.