

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
MAY 4, 2010 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Bid: 2010 Preventive Seal Project (CIP Project ST-004 C)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for the 2010 Preventive Seal Project to Denler, Inc. of Mokena, Illinois in the amount not-to-exceed \$109,405.86.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The FY10 Budget includes a total of \$3,795,000 for the Roadway Maintenance Program. Of this amount, \$1,100,000 is allocated in the Motor Fuel Tax Fund and the remaining \$2,695,000 allocated from the Capital Improvement Fund. This project will also utilize an additional \$5,000 budgeted from the Parking Fund for Parking Lot Improvements. The proposed contract amount for the 2010 Preventive Seal Project is \$109,405.86, which is \$20,460.74 less than the engineer’s estimate of cost.

**UPDATE & RECOMMENDATION**

This item was discussed at the April 20, 2010 meeting. Staff recommends approval on the May 4, 2010 consent agenda.

**BACKGROUND**

This project is a component of the 2010 Roadway Maintenance Program (CIP Project ST-004). The scope of this project includes crack seal and seal coat placement. Work under this contract will involve approximately 18.7 miles of Village streets. A total of two (2) bids were received on March 30, 2010. A synopsis of the bids is as follows:

<u>Contractor</u>	<u>Base Bid</u>	
<b>Denler, Inc.</b>	<b>\$109,405.86</b>	<b>Low Bid</b>
SKC Construction, Inc.	\$121,654.09	

The low bidder is Denler, Inc. This bidder is pre-qualified by the Illinois Department of Transportation for work of this scope and completed the Preventive Seal Project for the Village in 2006. All work was completed in a satisfactory manner. The bidder has also successfully and satisfactorily performed work of similar scope on multiple projects for the Villages of Romeoville, Tinley Park, Hoffman Estates, Lombard and Woodridge.

**ATTACHMENTS**

- Signature Pages
- Campaign Disclosure
- Capital Project Sheets ST-004 & P-010

**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:**

Dentler, Inc.  
Company Name

3/24/10  
Date

19148 S. 104<sup>th</sup> Ave.  
Street Address of Company

djond@msa.com  
E-mail Address

Mokena, IL 60448  
City, State, Zip

David J. Dentler  
Contact Name (Print)

708 479 5005  
Business Phone

708 514 2688  
24-Hour Telephone

708 479 7199  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

David J. Dentler, President  
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:**

Denler, Inc.  
Company Name

3/24/10  
Date

19148 S. 104<sup>th</sup> Ave.  
Street Address of Company

djond@msn.com  
E-mail Address

Mokena, IL 60448  
City, State, Zip

David J. Denler  
Contact Name (Print)

708 479 5005  
Business Phone

708 514 2688  
24-Hour Telephone

708 479 7199  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

David J. Denler, President  
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.

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

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

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

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

Under penalty of perjury, I declare:

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

Ang Al  
Signature

David J. Deater  
Print Name

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

Print the following information:

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

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

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

\_\_\_\_\_  
Signature

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



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Denler, Inc.
- II. Instructions and Specifications:
- A. Bid No.: ST004C-10
  - B. For: 2010 PREVENTIVE SEAL
  - C. Bid Opening Date/Time: TUESDAY, MARCH 30, 2010 @ 10:00 A.M.
  - D. Pre-Bid Conference Date/Time: NA
  - E. Pre-Bid Conference Location: NA
  - F. Plans Available for pickup at the Public Works Building, 5101 Walnut Downers Grove, IL. 60515, for a non-refundable deposit of TEN Dollars (\$10).
- III. Required of All Bidders:
- A. Bid Deposit: 5%
  - B. Letter of Capability of Acquiring Performance Bond: YES
  - C. Certificate of Eligibility from IDOT: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: REQUIRED

Legal Advertisement Published: TUESDAY, MARCH 16, 2010

This document comprises 63 pages

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

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.: ST004C-10**

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:  
TUESDAY, MARCH 30, 2010 @ 10:00 A.M.
  - 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 willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatever 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 whatever 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.



## Village of Downers Grove

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 proposal on the form furnished by the Village. The Bid shall be executed properly, and bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, 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 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".
- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

**4. BID SUBMISSION**

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed 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 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 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 proposal is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting proposals or "No Bid Statement" may otherwise be removed from our bid mailing list.

**6. BID REJECTION**

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

**7. BIDDER COMPETENCY**

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

**8. BIDDER DISQUALIFICATION**

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
  - 8.1.2 Evidence of collusion among Bidders.
  - 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
  - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
  - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
  - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
  - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
  - 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
    - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
    - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract.

**9. BASIS OF AWARD**

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

**10. AWARD OF CONTRACT**

10.1 Unless the Village exercises its right to reject all bids, the contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered.

10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

**11. RETURN OF BID DEPOSIT**

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

**12. FAILURE TO ENTER INTO CONTRACT**

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

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

12.3 By submitting a Bid, the Bidder understands and agrees that, if his proposal 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 proposal 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 as 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. Our 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, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

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

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

**20. HOURS OF WORK**

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

**21. PERMITS AND LICENSES**

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

**22. INSPECTION**

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

**23. DELIVERIES**

23.1 All proposals 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.

Village of Downers Grove

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

**26. SEXUAL HARASSMENT POLICY**

26.1 The 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:



Village of Downers Grove

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 employee's 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 11.1 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 11.1 above from an employee or otherwise receiving actual notice of such conviction.

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

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

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

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

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

**30. PREVAILING WAGE ACT**

- 30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 30.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be open to inspection at all reasonable 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 as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

**31. PATRIOT ACT COMPLIANCE**

The bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The bidder further represents and warrants to the Village that the bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**32. INSURANCE REQUIREMENTS**

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

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<b><i>(Applicable on a Per Project Basis)</i></b>
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	

Village of Downers Grove

- 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 Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements.

The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

## Village of Downers Grove

32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

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

### **33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the 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 form 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 the contract.

### **35. TERMINATION OF CONTRACT**

35.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, for any reason.

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

**36. BILLING AND PAYMENT PROCEDURES**

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

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

**46. SEVERABILITY OF INVALID PROVISIONS**

46.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, 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 Agreement 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 Agreement will not be subject to amendment unless made in writing and signed by all parties.

**50. EMPLOYMENT OF ILLINOIS WORKERS**

Contractor and any of its subcontractors shall comply with the provisions of the Employment of Illinois Workers on Public Works Act. 30 ILCS 570/0.01.

**51. COOPERATION WITH FOIA COMPLIANCE**

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.

**III. GENERAL PROVISIONS**

**1. STANDARD SPECIFICATIONS**

1.1 The following standards shall govern the construction of the proposed improvements:

1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Fifth Edition, 1996 (the Water & Sewer Specs.); and

1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2007; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 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 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 and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). **SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.**

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

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

3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.

## Village of Downers Grove

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

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

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

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

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

### **5. MEASUREMENT AND PAYMENT**

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

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 34 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.

5.1.3 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.

**6. GENERAL CONSTRUCTION REQUIREMENTS**

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 The Contractor shall maintain traffic flow on all streets during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all residents.

**7. ACCESS AND WATER SHUT-OFF NOTIFICATION**

- 7.1 If access to a driveway will be blocked, or water will be turned off, the Contractor shall give that resident or business proper written notification at least 24 hours in advance. The Contractor must provide them the opportunity to remove their cars from the drive or make other arrangements, and prepare for any shutdown of the water system. Samples of written notices shall be submitted to the Engineer for approval.
- 7.2 In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure, to ensure awareness of the lack of access.

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

**8. TREE PROTECTION**

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

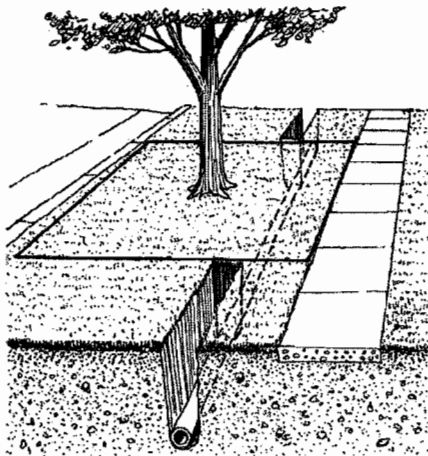
The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.

- 8.2 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.

Village of Downers Grove

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

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



8.4 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.

8.5 For projects that involve excavations of two (2) 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.

- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:
- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
  - costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
  - fines of \$500 for the 1<sup>st</sup> offense; \$1,000 for the 2<sup>nd</sup> offense; \$2,500 for the 3<sup>rd</sup> and subsequent offenses.
  - each day during which a violation continues shall be construed as a separate and distinct offense.
- 8.10 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.

**9. EROSION AND SEDIMENTATION CONTROL**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 **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:** Any costs to provide the materials and services as specified herein shall be considered **INCIDENTAL**, and no additional compensation will be allowed the Contractor.

**10. TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

- 10.1 This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project.
- All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.
- 10.2 No waiving of these requirements will be allowed without prior written approval of the Engineer.
- 10.3 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.

- 10.4 The contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 No street closure shall be permitted without the express written permission of the Engineer. No street closure may be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.
- 10.9 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.
- 10.10 The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.



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

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

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

**IV. SPECIAL PROVISIONS**

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

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

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

1. **TRAFFIC FLOW AND PEDESTRIAN ACCESS:** All construction work specified under this contract shall be so engaged as to not impede normal traffic and pedestrian ways. Any barricading to detour traffic must receive prior approval from the Engineer.

**Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules.**

Unless otherwise directed by the Engineer, all construction work shall be done such that continuous access to schools or business parking lots is maintained. Access to residential property may be temporarily curtailed during the hours of 8:00 a.m. to 7:00 p.m. local time only when necessitated by work in progress immediately adjacent to driveways. However, in all cases, unless otherwise directed by the Engineer, total access must be restored to all types of properties over weekends and legal holidays (7:00 p.m. local time Friday to 8:00 a.m. local time Monday, or until 8:00 a.m. local time the day following a legal holiday).

2. **SCHEDULES AND RESTRICTIONS:** The Contractor shall submit a schedule showing anticipated dates for each phase of construction work. **The Village reserves the right to require adjustments to scheduling of work.** The Contractor shall also make special note of the following requirements.
  - a. Certain streets slated for crack seal operations contain higher amounts of daily traffic. Work on these designated streets shall be limited to between the hours of 9:00 AM and 4:00 PM.

Village of Downers Grove

The designated streets are 39<sup>th</sup> Street, Main Street, Fairview Avenue, Prairie Avenue and Dunham Road.

- b. Crack seal operations designated as CRACK AND JOINT SEALING, PCC PAVEMENT, SPECIAL are slated for the Downtown Business District. Work on these streets shall be performed in the overnight hours, generally between 9:00 PM and 6:00 AM. Specific start times for work shall be determined as final schedules are produced.

The designated street is Main Street between Franklin Street and Warren Avenue. The Village reserves the right to adjust work schedules in relation to various festivals, activities, etc., taking place within the Downtown Business District.

- c. The parking lot slated for seal coat exists in the Downtown Business District. Unless otherwise directed by the Engineer, it is anticipated that all work scheduled for the parking lot shall take place on Saturdays and Sundays.

The designated parking lot is Parking Lot B which is located adjacent to the Main Street Metra Station on the south side of the tracks, north of Burlington Avenue and west of Washington Street.

These requirements shall be considered **INCIDENTAL** to the contract.

3. **CRACK SEALING HOT-MIX ASPHALT PAVEMENT:** This work shall be done in accordance with the applicable parts of Section 451 of the Standard Specifications for Road and Bridge Construction except as amended herein.

This work shall consist of cleaning existing roadway cracks and placing rubber sealant at the locations designated by the Engineer. The Engineer reserves the right, during construction, to alter the locations and /or quantities in the "Summary of Quantities". The sealing compound shall be of the rubber-asphalt hot-poured type conforming to the following specification in effect at the time of the awarding of the contract:

ASTM D-3405  
ASTM D-6690 Type II  
Federal Specifications SS-S1401  
Pouring Temperature = 370 degrees F  
Safe Heating Temperature = 390 degrees F  
Exceed requirements of:  
**ASTM-D-1190**  
**AASHTO-M-173**

The contractor shall submit the manufacturer's specifications for the hot-poured rubber-asphalt material at least seven (7) days prior to the start of any work. Crack filling material shall be placed only when the cracks are in a dry condition and weather conditions are favorable. The crack filler may be placed when air temperatures in the shade are 40 degrees F and the forecast is for rising temperatures.

## Village of Downers Grove

Prior to application of the hot-poured rubber-asphalt material, joints along the curb edge shall be routed by cutting a depth of  $\frac{3}{4}$ " below edge of gutter elevation and width of  $\frac{1}{2}$ " to  $\frac{3}{4}$ " to provide a place for a reservoir of sealant in the crack and to allow for movement along the crack. All cracks and joints to be sealed shall be cleaned with forced air from an air compressor and/or by other methods approved by the Engineer. Removal of all foreign material shall be accomplished to insure proper bonding of the sealant to the walls of the crack. Care should be taken not to blow debris onto turf areas. The Contractor shall clean up any excess debris blown onto turf areas, driveways and walkways. Care shall also be taken not to cause undue damage to curb and gutter.

Unless otherwise directed by the Engineer, the crack seal material placement configuration along joint between edge of pavement and curb shall be reservoir with flush fill. Other primary working cracks shall be routed, cleaned and sealed with standard reservoir and over band configuration. Any adjacent secondary cracks shall be only cleaned and sealed as directed by the Engineer.

The hot-poured rubber asphalt material shall be melted and mix-agitated to the proper temperature, rate and time as recommended by the applicable manufacturer's specifications. The sealant material shall be forced into the crack or joint until full, leaving no excessive sags or voids in applied material along the crack. To insure full-depth penetration, the residual amount of sealant material shall be applied to fill any excessive sags or voids after initial application.

**Advance Notice:** The Contractor shall post suitable advance notice (of at least 24 hours but not more than 48 hours) on streets scheduled to be crack filled. Signs are to be posted on the parkways every 300 feet. The contractor, immediately upon completion of work on each street, will remove all such notices. This requirement shall be considered **INCIDENTAL** to the contract.

**Clean Up:** The Contractor shall mechanically sweep with a street sweeper or equipment agreeable to the Engineer a street within 48 hours after it has been crack sealed. This requirement shall be considered **INCIDENTAL** to the contract.

**Method of Measurement:** Filling of cracks will be measured for payment in pounds of sealant used. The cost of cleaning cracks shall be included in the price bid for crack filling. The quantity of sealant used will be determined by counting the containers of sealant used, multiplied by the indicated pounds of each container. The Contractor is required to document total pounds used for each street. Crack routing will not be measured for payment. Routing of cracks shall be included in the price bid for crack filling.

**Basis of Payment:** This work shall be paid for at the contact unit price per **POUND** for **CRACK FILLING**.

4. **CRACK AND JOINT SEALING PCC PAVEMENT SPECIAL:** This work shall be done in accordance with Section 452 of the SSRBC except as amended herein.

This work shall take place on the section of Main Street in the downtown Business District between Franklin Street and Warren Avenue.

Work shall be to seal or reseal only those joints or cracks as marked by the engineer. It is anticipated that all previously sealed joints and cracks are existing in an acceptable configuration so that no additional sawing or routing to widen the opening will be necessary unless needed to facilitate removal of existing sealer material. Only when it is determined that joints or random cracks are not wide enough, minimum 3/8", or deep enough to accept sealer material will it be necessary to route or saw the joint per the specifications.

Prior to resealing, existing old sealants, etc shall be removed by hand or mechanical methods as approved by the engineer. Removal methods shall not cause undo damage or spalling along the existing joint or crack. Sufficient old sealant shall be removed so that no loose material remains and new sealant is assured of adhering to the joint or crack wall.

All placement of new sealant shall be in a flush or slightly recessed configuration in the joint or crack reservoir.

During all phases of work, all buildings, existing appurtenances, vehicles, or possible pedestrians existing along the roadway shall be protected from damage by machinery, workers, or debris. All streets, sidewalks, and pedestrian ways shall be blown and / or swept clean and left in a safe and usable condition at the end of work each night.

**Hours of Work:** To minimize impact to area businesses and daytime traffic, this work shall take place in the overnight hours, between 9:00 PM and 6:00 AM. The Village reserves the right to adjust this schedule.

**Basis of Payment:** This work shall be paid for at the contract unit price per **LINEAR FOOT of CRACK AND JOINT SEALING PCC PAVEMENT, SPECIAL**, which price shall be payment in full for all labor and materials as specified herein including any necessary sawing or routing.

Where necessary, work to furnish and install backer rod per the specifications shall be considered **INCIDENTAL** to the project.

5. **PAVEMENT MARKING:** This work shall be done in accordance with Section 780 of the SSRBC.

**Basis of Payment:** This work shall be paid for at the contract unit prices per **LINEAR FOOT** of applied line width, as specified, for **PAINT PAVEMENT MARKING - LINE 4" YELLOW, or PAINT PAVEMENT MARKING - LINE 24" WHITE.**

6. **FIBER-ASPHALT:** This work shall consist of all work necessary for furnishing and placing fiber modified asphalt in accordance with the following.

**Materials:** Materials shall conform to the following:

Bituminous Material (Crack Filler). The bituminous material for crack filler shall be a fiber-modified asphalt binder meeting one of the following.

Village of Downers Grove

a. Jobsite-Mixed Filler. Fiber-modified asphalt crack filler mixed at the jobsite shall contain the following materials and be proportioned according to the following requirements.

1. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22.
2. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in. (mm)	0.3 - 0.5 (8 - 12)
Denier	13-16
Crimps	None
Tensile Strength, Minimum, psi (MPa)	40,000 (275)
Specific Gravity (typical)	0.91
Moisture Regain @ 70 °F (21 °C) and 65% RH (typical), %	0.1

3. Percent Fibers. The fiber-asphalt mixture shall contain of a minimum of 8.0% by weight of fibers.
4. Heating Temperature. The fiber-asphalt filler shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C). The temperature shall never exceed 290 °F (143 °C).

b. Pre-Mixed Filler. Fiber-modified asphalt crack filler that is pre-mixed and packaged shall consist of fibers, asphalt binder, and other modifiers. The filler and its components shall be accepted on certification from the manufacturer that it meets the following requirements.

1. Asphalt Binder. The asphalt binder shall be PG 64-22.
2. Fibers. Fibers shall be short cut polyester fibers meeting the properties listed below.

Property	Value
Length, in. (mm)	0.25 ± 0.2 (6.25 ± 0.005)
Denier	3 - 6
Crimps	None
Tensile Strength, Minimum, psi (MPa)	70,000 (482)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

3. Percent Fibers. The fiber-asphalt mixture shall contain 5.0 ± 0.5% by weight of fibers.

Village of Downers Grove

The crack filler, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration @ 77 °F (25 °C), ASTM D 5329	10-35 dmm
Softening Point, ASTM D 36	175 °F (79 °C) min.
Maximum Heating Temperature	400°F (204 °C)
Application Temperature	350°F (177 °C) min.

**Equipment:** Equipment shall be according to the following:

Oil Kettle. The crack filler shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2-in. (50-mm) hot asphalt pump and a recirculating pump to circulate the oil bath. The kettle shall be capable of operating at temperatures between 248 and 293 °F (120 and 145 °C).

**Construction Requirements:**

The fiber-asphalt filler shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose filler. All joints and cracks to be filled shall be blown clean with an air compressor equipped with a lance using compressed air. The cleaning operations shall be kept close to the filling operations to prevent debris being carried back into the joints and cracks before filling.

The fiber-asphalt filler shall be applied using a pressurized wand delivery system with such devices as necessary to fill the cracks and form a nominal 0.125 in. (3 mm) thick by 3 in. (75 mm) wide overseal band centered so that the center of the 3 in. (75 mm) wide band is within 1 in. (25 mm) of the crack. The fiber-asphalt shall be applied taking care to not use excessive material in either thickness or location. The Engineer will determine the extent that fine cracks are filled. Care shall be taken to not place filler on top of pavement markings, manholes and drainage castings.

The ambient temperature during filling shall be above 40 °F (4 °C) and below 85 °F (29 °C). The filler must cure before being opened to traffic. In order to more quickly open the road to traffic, the Contractor may use fine sand, mineral filler, or portland cement to dust the filler at no additional cost to the Village.

**Clean-Up:** The Contractor shall, on a daily basis, remove any debris associated with the performance of the work. The Contractor shall also take special care to clean up any excess debris blown or deposited onto sidewalks, walkways or driveways during Fiber-Asphalt placement. These requirements will be considered **INCIDENTAL** to the cost of fiber-asphalt.

**Method of Measurement:** Crack filling will be measured for payment in pounds of fiber-asphalt used.

Village of Downers Grove

**Basis of Payment:** This work will be paid for at the contract unit price per **POUND** of **FIBER-ASPHALT**. The unit price shall include the cleaning of the joints and cracks, the furnishing and placing of the filler, and all additional work as specified herein.

7. **SEAL COAT, PARKING LOTS:** This work shall be performed on parking lots in the Downtown Business District. Prior to the application of the seal coat, the Contractor shall make certain that the pavement is dry and free of dirt, debris, vegetation and grease. Oil spots will be cleaned and primed with oil spot primer to insure adhesion of sealer. All concrete edging will be done with fine bristle brooms to prevent splashing sealer on the concrete. The rubberized coal tar emulsion sealer will be applied in 2 coats.

The sealer will meet all requirements of Federal Specification RP-355e and will be fortified with four (4) pounds of Black Beauty silica sand per gallon of coal tar emulsion for added skid resistance and durability. Tarmax latex rubber additive, or approved equal, will be included in the seal coat mixture at a rate of 4 gallons per 100 gallons of sealer unless otherwise specified by the manufacturer.

During all phases of work, all buildings, existing appurtenances, vehicles, or possible pedestrians adjacent to the parking lots shall be protected from damage by machinery, workers, debris or sealer. All streets, sidewalks, and pedestrian ways shall be blown and / or swept clean and left in a safe and usable condition at the end of work each day.

As noted in special provision #2, Schedules and Restrictions, it is anticipated all work scheduled for the parking lots shall take place on Saturdays and Sundays.

**Basis of Payment:** This work shall be measured and paid for at the contact unit price per **SQUARE YARD** for **SEAL COAT, PARKING LOTS**, which price shall be payment in full for all work specified herein.

Village of Downers Grove

**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:**

Dentler, Inc.  
Company Name

3/24/10  
Date

19148 S. 104<sup>th</sup> Ave.  
Street Address of Company

djond@msn.com  
E-mail Address

Mokena, IL 60448  
City, State, Zip

David J. Dentler  
Contact Name (Print)

708 479 5005  
Business Phone

708 514 2688  
24-Hour Telephone

708 479 7199  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

David J. Dentler, President  
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:**

Denler, Inc.  
Company Name

3/24/10  
Date

19148 S. 104<sup>th</sup> Ave.  
Street Address of Company

djond@msn.com  
E-mail Address

Mokena, IL 60448  
City, State, Zip

David J. Denler  
Contact Name (Print)

708 479 5005  
Business Phone

708 514 2688  
24-Hour Telephone

708 479 7199  
Business Fax

*David J. Denler*  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

David J. Denler, President  
Print Name & Title

*David J. Denler*  
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.

Village of Downers Grove

**SCHEDULE OF PRICES:**

VILLAGE OF DOWNERS GROVE  
 DEPARTMENT OF PUBLIC WORKS  
 2010 PREVENTIVE SEAL  
 BID #ST004C-10

ITEM NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Fiber-Asphalt	23,438	LB.	1.36	31,875.68
2	Crack Filling	62,357	LB.	1.14	71,086.98
3	Crack and Joint Sealing PCC Pavement, Special	1,600	L.F.	1.96	3136.-
4	Seal Coat, Parking Lots	2,550	S.Y.	.78	1989.-
5	Paint Pavement Marking – Line 4" Yellow	1,830	L.F.	.22	402.60
6	Paint Pavement Marking – Line 24" White	12	L.F.	1.30	15.60
7	Pavement Marking Removal	50	S.F.	6.-	300.-
8	Traffic Control, Maintenance of Traffic, Detours	1	L.S.	600.-	600.-

TOTAL BID AMOUNT>

109,405.86

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

With regard to 2010 Preventive Seal, bidder Dentler, 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 3 of 3)**

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

**(c) Sole Proprietor**

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

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

INSURER'S NAME: Cottingham & Butler

AGENT: Mark Spangler

Street Address: 1770 Park St., Suite 210

City, State, Zip Code: Naperville, IL 60563

Telephone Number: 630 420 3400

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Dentler, Inc.

Print Name and Title of Authorizing Signature: David J. Dentler, President

Signature: 

Date: 3/24/10

**MUNICIPAL REFERENCE LIST**

Municipality: Village of Lombard  
Address: 1051 S. Hammerschmidt  
Contact Name: Kent Hilgers Phone #: 630 620 9640  
Name of Project: Crack Fill  
Contract Value: 140,000.- Date of Completion: 2009

Municipality: Village of Romeoville  
Address: 13 Montrose Dr  
Contact Name: Eric Bjork Phone #: 815 886 1870  
Name of Project: Crack Fill  
Contract Value: 100,000.- Date of Completion: 2009

Municipality: Village of Tinley Park  
Address: 16250 S. Oak Park Ave.  
Contact Name: Jennifer Prince Phone #: 708 331 6700  
Name of Project: Crack Fill  
Contract Value: 116,000.- Date of Completion: 2009

Municipality: Village of Woodridge  
Address: \_\_\_\_\_  
Contact Name: Sam Phone #: 630 719 4717  
Name of Project: Crack Fill  
Contract Value: 125,000.- Date of Completion: 2009

Municipality: Village of Hoffman Estates  
Address: \_\_\_\_\_  
Contact Name: Shelly Walenga Phone #: 847 252 5805  
Name of Project: Crack Fill  
Contract Value: 20,000.- Date of Completion: 2009

**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) None 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: Denler, Inc.  
ADDRESS: 19148 S. 104th Ave.  
CITY: Mokena  
STATE: IL  
ZIP: 60448  
PHONE: 708 479 5005 FAX: 708 479 7199  
TAX ID #(TIN): 36-3537556

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

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

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

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

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

SIGNATURE: [Signature] DATE: 3/24/10



**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: Deater, 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.**

Associated Builders + Contractors

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: David J. Deater, President

Signature: [Handwritten Signature]

Date: 3/24/10

**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                     Amy Ad                    

Company Name                     Nenter, Inc.                    

Title                     President                    

Date                     3/24/10                    

**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.

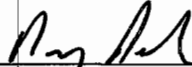
Company Name: Denker, Inc.

Address: 19148 S. 104<sup>th</sup> Ave.

City: Mokena Zip Code: 60448

Telephone: (708) 479 5005 Fax Number: (708) 479 7199

E-mail Address: djend@msn.com

Authorized Company Signature: 

Print Signature Name: David S. Denker Title of Official: President

Date: 3/24/10

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

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

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

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

Under penalty of perjury, I declare:

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

Angie A. [Signature]  
Signature

David J. Deater  
Print Name

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

Print the following information:

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

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

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

\_\_\_\_\_  
Signature

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

**BID SUBMITTAL CHECKLIST**

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

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

**APPENDIX**

Quantity Summary Sheets (pg 51 – 53)  
IDOT Standard 701311-03 (pg 54)  
IDOT Standard 701501-05 (pg 55)  
IDOT Standard 701502-03 (pg 56 – 57)  
IDOT Standard 701701-06 (pg 58)  
IDOT Standard 701901-01 (pg 59 – 61)  
IDOT Affidavit of Availability (pg 62 – 63)

QUANTITY SUMMARY

STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)	FIBER CR. FILL (LB)	FIBER PCC PAVE (L.F.)	RUBBER CR. SEAL (LB)	SEAL COAT (SY)	PAINT PAVE LINE 24" (LF)	PAINT PAVE LINE 4" (LF)	
												CR. & JT. SPECIAL (L.F.)
<b>SEAL COAT, PARKING LOTS</b>												
PARKING LOT B	N of BURLINGTON AVE, E of MAIN ST				2,550			1,148	2550	12	1830	
<b>CRACK FILL / SEAL ONLY</b>												
<b>FIBER</b>												
67TH CT	FAIRVIEW	WEST END	1353	20.5	3082	832						
BINDER RD	HATCH ST	71ST ST	310	27	1070	289						
BINDER RD	GRAHAM	HAWKINS ST	660	27	2275	614						
COLLEGE ST	WALNUT AVE	KATRINE AVE	628	26.5	1849	499						
CONCORD DR	WOODWARD AVE	REVERE RD	1472	27	4416	1,192						
DOWNERS DR	S. LIMIT	JEFFERSON AVE	180	18	360	97						
DUNHAM RD	63RD ST	JEFFERSON AVE	3290	28	10381	2,803						
FAIRMOUNT AVE	65TH ST	63RD ST	1315	23	3361	907						
FAIRMOUNT AVE	72ND ST	67TH ST	3367	28	10475	2,828						
FLORENCE AVE	CHICAGO AVE	INDIANAPOLIS AVE	310	20	689	186						
FOREST AVE	FRANKLIN ST	PRAIRIE AVE	540	25	1500	405						
FRANKLIN ST	FOREST AVE	MAIN ST	320	34	1209	326						
GRAHAM AVE	DEVEREAUX RD	BINDER RD	360	27	1260	340						
HATCH PL	CAMDEN RD	CUL DE SAC	370	27	1495	404						
HATCH ST	CAMDEN RD	BINDER RD	510	27	1685	455						
HAWKINS AVE	CAMDEN RD	BINDER RD	540	27	1775	479						
KATRINE AVE	N. VILLAGE LIMIT	COLLEGE RD	133	22	325	88						
LEE AVE	MAPLE AVE	GILBERT AVE	3370	23	8499	2,295						
MIDHURST RD	N. END	OXNARD DR	2205	28	6860	1,852						
NORFOLK ST	W END	DUNHAM RD	928	29.5	3078	831						
OXFORD ST	MAIN ST	FAIRMOUNT AVE	1685	28	6010	1,623						
OXFORD DR	CUL DE SAC	WOODWARD AVE	1694	28	5830	1,574						
PUFFER RD	S END	PRENTISS DR	1306	28	4063	1,097						
RIDGEVIEW ST	CUL DE SAC W	CUL DE SAC E	1030	28	4047	1,093						
WESTFIELD DR	MIDHURST RD	PUFFER RD	390	28	1213	328						

**QUANTITY SUMMARY**

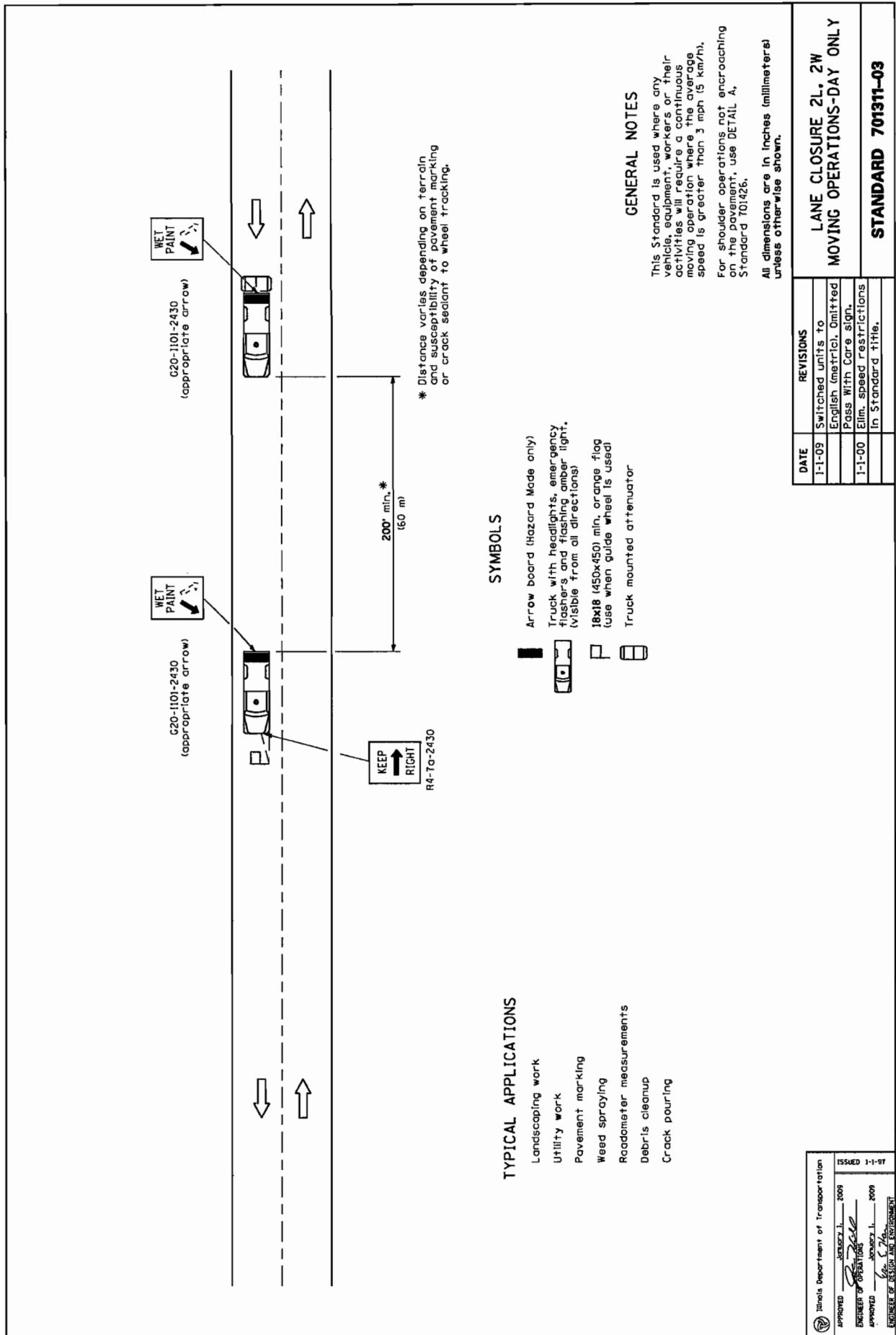
STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)	FIBER CR. FILL (LB)	PCC PAVE SPECIAL (L.F.)	RUBBER CR. SEAL (LB)	SEAL COAT (SY)	PAINT PAVE LINE 24" (LF)	PAINT PAVE LINE 4" (LF)	CR. & JT.		
												FIBER CR. FILL (LB)	PCC PAVE SPECIAL (L.F.)	
<b>CRACK &amp; JOINT. PCC.PAVEMENT SPECIAL</b>														
MAIN ST	FRANKLIN ST	WARREN AVE	1065	43	5,043		1,600							
<b>RUBBERIZED</b>														
39TH CT	CUL DE SAC SW	39TH ST	153	28	781			211						
39TH ST	HIGHLAND AVE	FAIRVIEW AVE	3980	24	12289			3,318						
39TH ST	W END	SARATOGA	597	28	1857			501						
59TH ST	DUNHAM RD	MAIN ST	2610	28	8198			2,175						
60TH PL	MIDDAUGH AVE	BROOKBANK RD	590	28	1836			492						
62ND CT	FAIRMOUNT AVE	CUL DE SAC	434	29	1398			362						
62ND PL	CARPENTER ST	LANE PL	500	28	1556			417						
62ND ST	MIDDAUGH AVE	BROOKBANK RD	590	28	1836			492						
72ND ST	LYMAN AVE	BLACKBURN AVE	1765	28	5491			1,471						
ALDRICH PL	CUL DE SAC	WOODWARD AVE	287	29	1185			320						
BARCLAY CT	PRENTISS DR	S END	640	28	1991			538						
BENDING OAKS CT	W. CUL DE SAC	ELMORE AVE	976	28	3036			820						
BENDING OAKS PL	ELMORE AVE	S. END	846	28	2632			711						
BLACKBURN AVE	CLAREMONT DR	FAIRVIEW AVE	2385	28	7420			1,988						
BLACKOAK DR	SARATOGA AVE	HIGHLAND AVE	1300	28	4044			1,092						
BRAEMOOR DR	HIGHLAND AVE	MISTWOOD LN	1247	25	3949			1,039						
BROOKBANK RD	MAPLE AVE	S END	2236	25	5919			1,598						
BRYCE PL	CUL DE SAC	SARATOGA AVE	245	28	1330			359						
BUSH PL	PRENTISS DR	N END	193	22	472			127						
CANDLEWOOD CT	CUL DE SAC	CANDLEWOOD DR	274	28	1162			314						
CANDLEWOOD DR	CUL DE SAC	BLACKOAK DR	2070	28	6440			1,739						
CHALLENGE PL	ELMORE AVE	CUL DE SAC	501	28	1559			421						
CHICAGO AVE	FAIRVIEW AVE	CUMNOR RD	1290	28	4013			1,084						
CORNELL AVE	S END	GRANT ST	605	30.5	2050			554						
CURTISS ST	CARPENTER ST	FOREST AVE	735	26	2176			588						
DREW ST	VENARD RD	VENARD RD	750	28	2333			630						
ELMORE AVE	BELMONT RD	LEE AVE	2660	23	6623			1,788						
FAIRMOUNT AVE	62ND CT	61ST ST	705	28	2193			592						
FAIRMOUNT AVE	63RD ST	62ND CT	390	28	1213			325						
FAIRMOUNT AVE	67TH ST	65TH ST	1506	28	4685			1,255						
FAIRMOUNT AVE	75TH ST	72ND ST	1830	33	6710			1,525						
FAIRMOUNT AVE	55TH ST	OGDEN AVE	7850	33	31405			8,479						
FRANKLIN ST	LINSCOTT AVE	FOREST AVE	990	24.5	2742			825						



QUANTITY SUMMARY

STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)	FIBER CR. FILL (LB)	CR. & JT.		SEAL COAT (SY)	PAINT PAVE LINE 24" (LF)	PAINT PAVE LINE 4" (LF)
							PCC PAVE (L.F.)	RUBBER CR. SEAL (LB)			
GRANT ST	STONEWALL AVE	CORNELL AVE	473	28	1472						
GREGORY PL	CUL DE SAC	SARATOGA AVE	215	28	1219						397
HERBERT ST	FOREST AVE	MAIN ST	411	26	1187						329
HIGHLAND AVE	PRAIRIE AVE	CHICAGO AVE	640	25	1778						321
HOLLAND PL	CUL DE SAC	VENARD RD	352	28.5	1677						480
KENSINGTON PL	PRENTISS DR	WELLINGTON PL	460	28	1431						453
LANE PL	62ND PL	61ST ST	530	28	1649						386
LYMAN AVE	72ND ST	CLAREMONT DR	578	28	1798						442
MAIN ST	FRANKLIN ST	OGDEN AVE	3790	40	17688						4,770
MIDDAUGH CT	CUL DE SAC	MIDDAUGH AVE	160	28	834						133
MISTWOOD CT	W. END	MISTWOOD LN	416	28	1127						347
MISTWOOD LN	BRAEMOOR DR	MISTWOOD CT	1315	28	3943						1,096
MISTWOOD PL	S. END	MISTWOOD LN	252	28	702						210
OAKWOOD AVE	GRANT ST	OGDEN AVE	990	24	2640						713
PARK AVE	63RD ST	62ND ST	730	28	2271						608
PRAIRIE AVE	BELMONT RD	MAIN ST	7220	29	24303						6,017
ROGERS ST	MAIN ST	HIGHLAND AVE	300	44	1467						396
SARATOGA AVE	S END	39TH ST	330	28	1027						277
SARATOGA AVE	WARREN AVE	FRANKLIN ST	787	25	2186						656
STAIR ST	S END	PRENTISS DR	335	28	1334						360
STRATFORD LN	MAIN ST	WASHINGTON ST	965	28	3002						811
WALLEN PL	W. END	BROOKBANK RD	411	28	1511						343
WASHINGTON ST	59TH ST	55TH ST	2625	22	6474						1,748
WASHINGTON ST	62ND ST	61ST ST	640	28	1991						538
WASHINGTON ST	S END	62ND ST	312	28	971						260
WELLINGTON PL	STAIR ST	KENSINGTON PL	585	28	1820						491
Totals->			18.7		324,407	23,438	1,600	62,357	2,550	12	1,830

miles



\* Distance varies depending on terrain and susceptibility of pavement marking or crack sealant to wheel tracking.

**SYMBOLS**

- Arrow board (Hazard Made only)
- Truck with headlights, emergency flashers and flashing amber light. (visible from all directions)
- 18x18 (450x450) min. orange flag (use when guide wheel is used)
- Truck mounted attenuator

**TYPICAL APPLICATIONS**

- Landscaping work
- Utility work
- Pavement marking
- Weed spraying
- Roadmeter measurements
- Debris cleanup
- Crack pouring

**GENERAL NOTES**

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h). For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 101426.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-09	Switched units to English (metric). Omitted Pass With Care sign.
1-1-00	Elim. speed restrictions in Standard title.

**LANE CLOSURE 2L, 2W  
MOVING OPERATIONS-DAY ONLY**

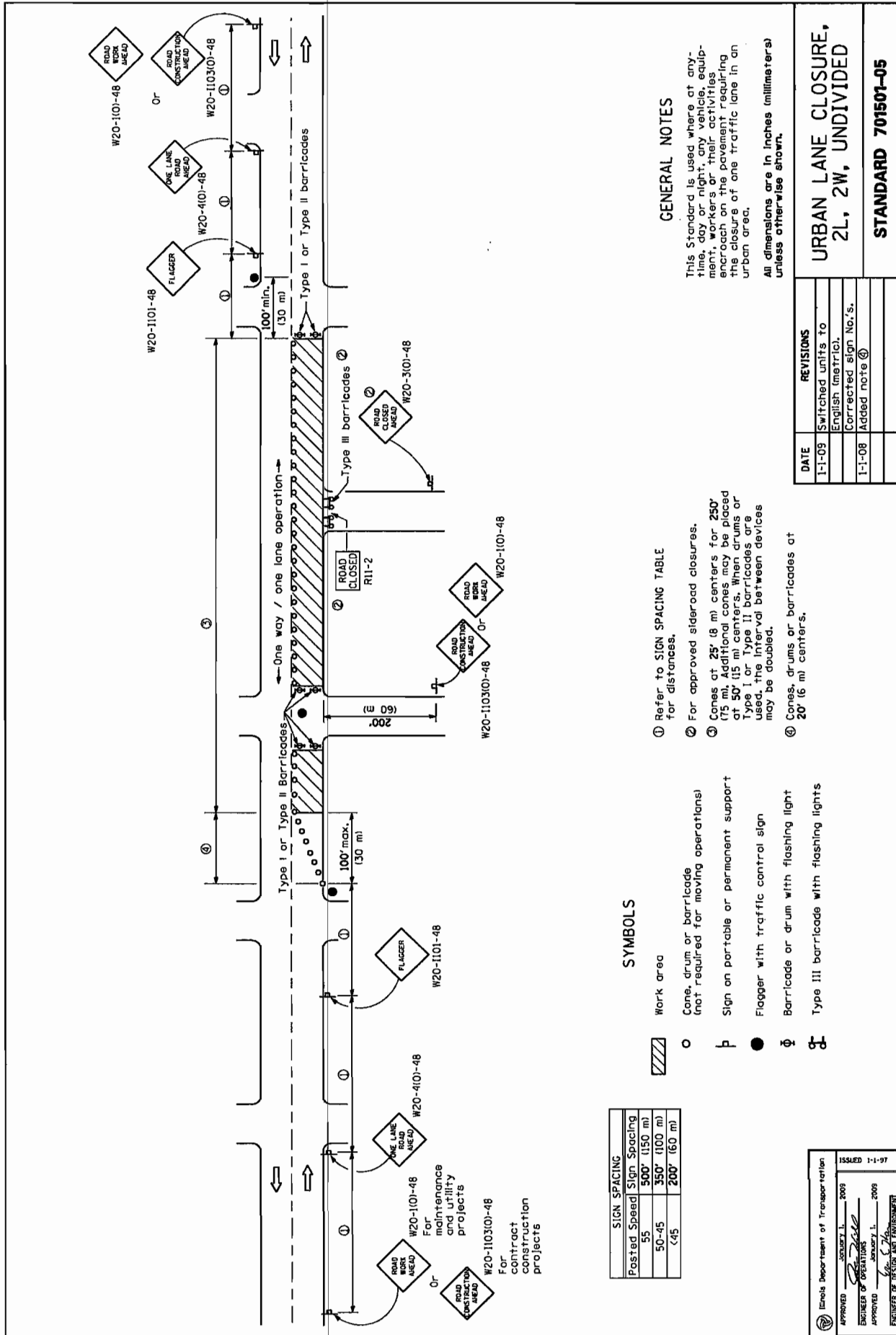
**STANDARD 701311-03**

Illinois Department of Transportation

APPROVED: [Signature] JANUARY 1, 2009  
 ENGINEER OF OPERATIONS

APPROVED: [Signature] JANUARY 1, 2009  
 ENGINEER OF STRUCTURAL DEVELOPMENT

ISSUED 1-1-97



**GENERAL NOTES**

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.  
All dimensions are in inches (millimeters) unless otherwise shown.

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

**SYMBOLS**

- ▨ Work area
- Cone, drum or barricade (not required for moving operations)
- ⊥ Sign on portable or permanent support
- Flagger with traffic control sign
- ⊕ Barricade or drum with flashing light
- ⊕ Type III barricade with flashing lights

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
45	200' (60 m)

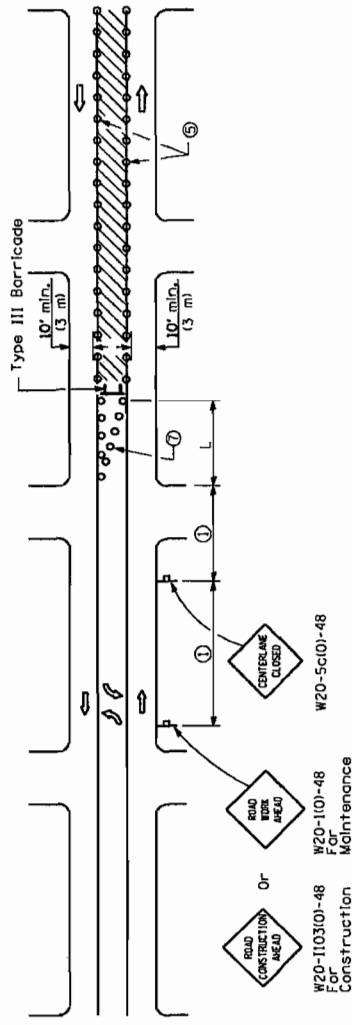
Illinois Department of Transportation  
 APPROVED: [Signature] 2009  
 SUBJECT: L  
 ENGINEER OF OPERATIONS  
 APPROVED: [Signature] 2009  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-09	Switched units to English metric.
1-1-08	Corrected sign No.'s.
	Added note ④

**URBAN LANE CLOSURE,  
2L, 2W, UNDIVIDED**

**STANDARD 701501-05**



W20-1103101-48 Construction  
 Or  
 W20-1101-48 Road Ahead Maintenance  
 W20-5c101-48

**CASE I**

(Signs required for both directions)

Posted Speed	Sign Spacing
55-60	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

**SYMBOLS**

- ↑ Arrow board
- ▨ Work area
- ⊞ Barricade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade (Cones for daytime use only)
- ⊥ Sign on portable or permanent support

- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 mph (70 km/h).
- ③ Required if work exceeds 500' (154 m) or 1 block.
- ④ For speeds exceeding 45 mph (80 km/h) contact the District Operations Office for approval of sign spacing.
- ⑤ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 15 m (50') centers. When drums or Type I or II barricades are used, the interval between devices may be doubled.
- ⑥ For approved sideroad closures.
- ⑦ Cones, drums or barricades at 20' (6 m) centers in taper.

**GENERAL NOTES**

This Standard is used to close one lane of an urban, two lane, two way roadway with a bidirectional turn lane.

Case I applies when no workers are present. When workers are present, two lanes shall be closed and traffic control shall be according to Standard 701501.

Calculate L as follows:

SPEED LIMIT	English	FORMULAS	(Metric)
40 mph (70 km/h) or less	$L = \frac{WS}{2}$		$L = \frac{WS}{2}$
80 km/h (45 mph) or greater	$L = (WHS)$		$L = 0.65(WHS)$

W = Width of offset in feet (meters).  
 S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

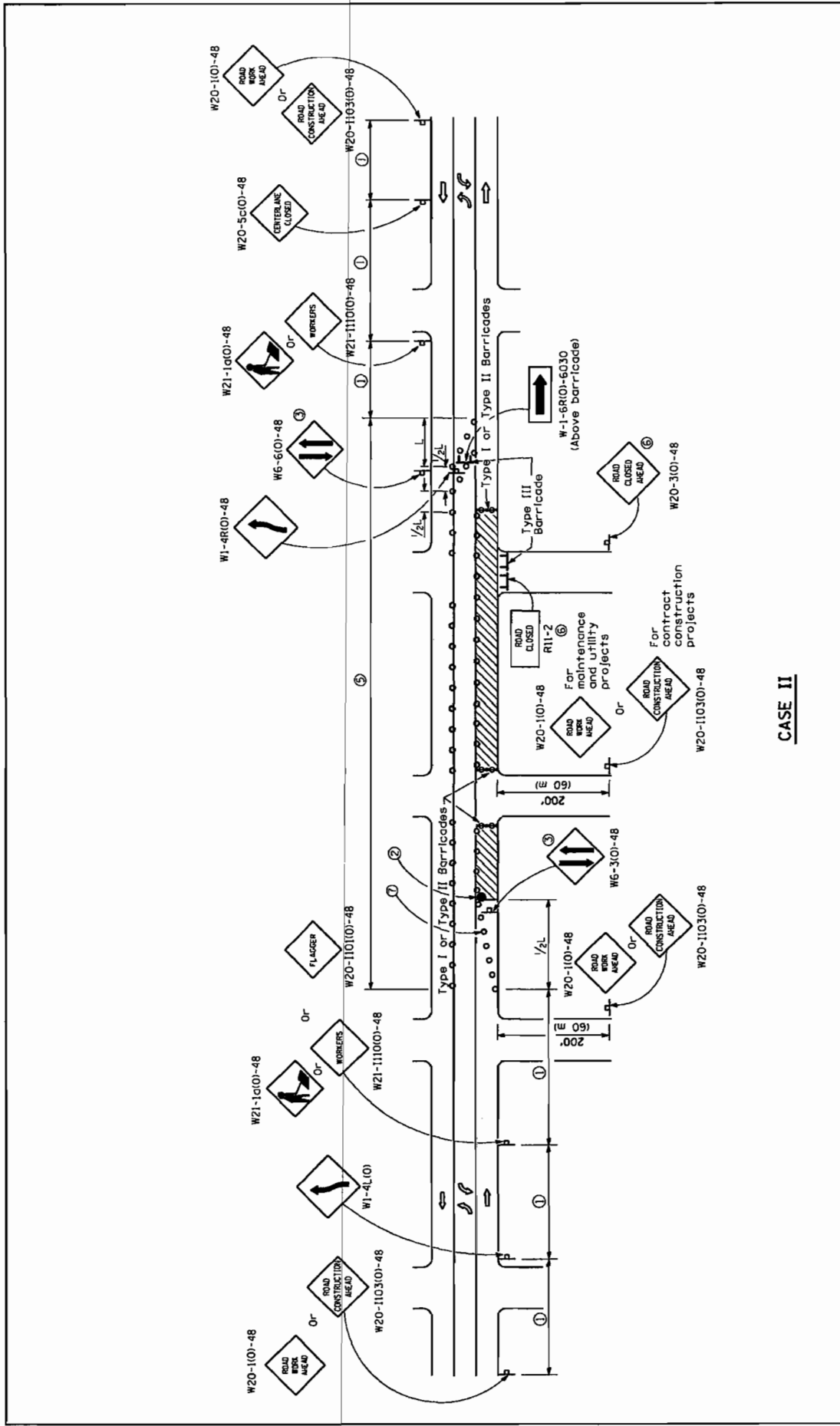
DATE	REVISIONS
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.
1-1-08	Added note ⑦

**URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE**  
 (Sheet 1 of 2)

**STANDARD 701502-03**

Illinois Department of Transportation  
 APPROVED: [Signature] 2009  
 ENGINEER OF OPERATIONS  
 APPROVED: [Signature] 2009  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-01

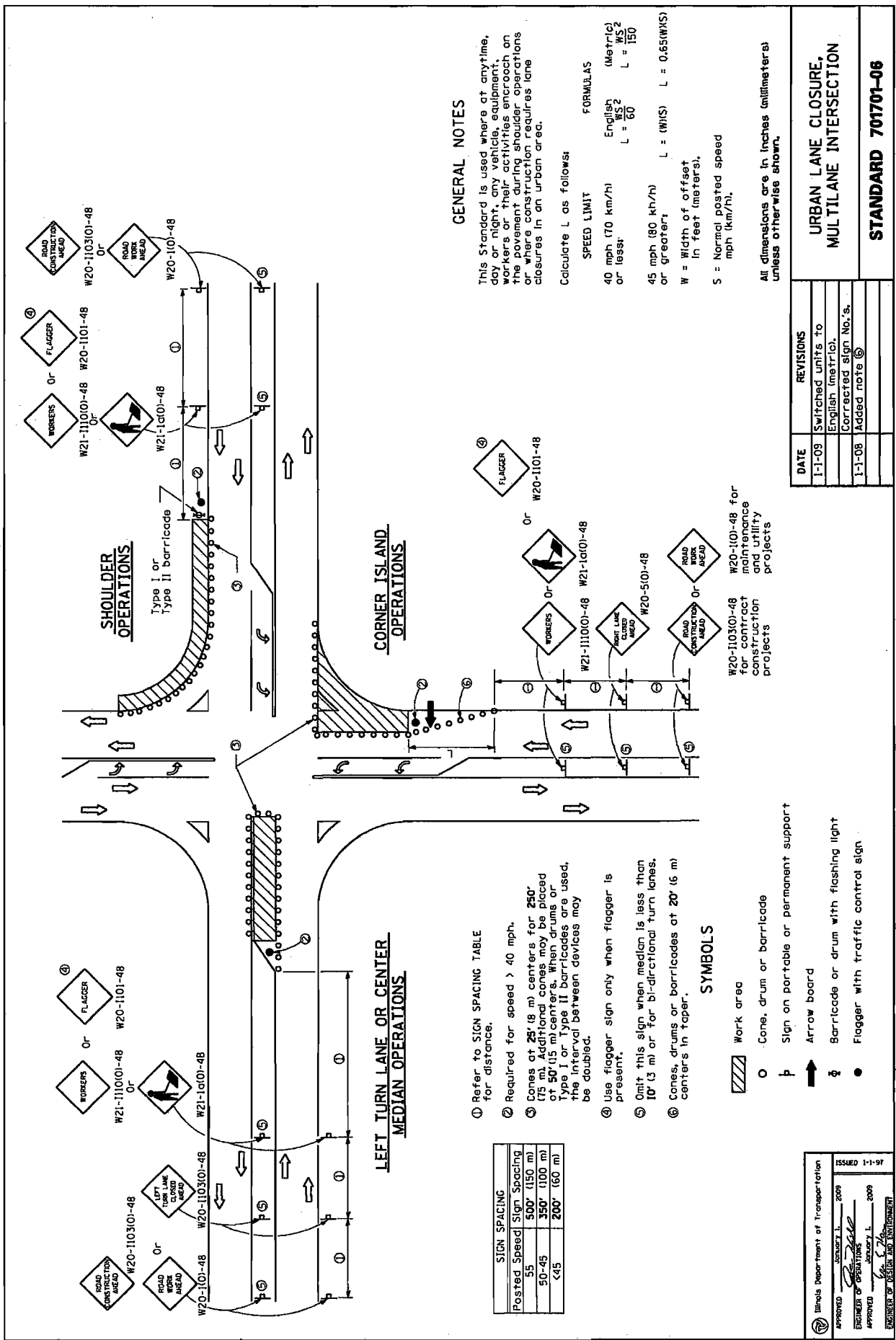


**URBAN LANE CLOSURE,  
2L, 2W, WITH BIDIRECTIONAL  
LEFT TURN LANE**  
(Sheet 2 of 2)

**STANDARD 701502-03**

**CASE II**

	APPROVED JANUARY 1, 2009 ENGINEER OF OPERATIONS	ISSUED 1-1-01
	APPROVED JANUARY 1, 2009 ENGINEER OF OPERATIONS	
	APPROVED JANUARY 1, 2009 ENGINEER OF OPERATIONS	
	APPROVED JANUARY 1, 2009 ENGINEER OF OPERATIONS	



**SHOULDER OPERATIONS**  
Type I or Type II barricade

**CORNER ISLAND OPERATIONS**

**LEFT TURN LANE OR CENTER MEDIAN OPERATIONS**

① Refer to SIGN SPACING TABLE for distance.

② Required for speed > 40 mph.

③ Cones at 29' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.

④ Use flagger sign only when flagger is present.

⑤ Omit this sign when median is less than 10' (3 m) or for bi-directional turn lanes.

⑥ Cones, drums or barricades at 20' (6 m) centers in taper.

**SYMBOLS**

- ▨ Work area
- Cone, drum or barricade
- ⊥ Sign on portable or permanent support
- ➔ Arrow board
- ⚡ Barricade or drum with flashing light
- Flagger with traffic control sign

**GENERAL NOTES**  
This Standard is used where at anytime, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in an urban area.

Calculate L as follows:

SPEED LIMIT	FORMULAS
40 mph (70 Km/h) or less:	English $L = 60$ (Metric) $L = WS^2$
45 mph (80 km/h) or greater:	English $L = WS^2$ (Metric) $L = 0.65(W)(S)$

W = Width of offset in feet (meters).  
S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-08	Corrected sign No.'s.
	Added note ⑥

W20-103101-48 for contract construction projects  
W20-101-48 for maintenance and utility projects

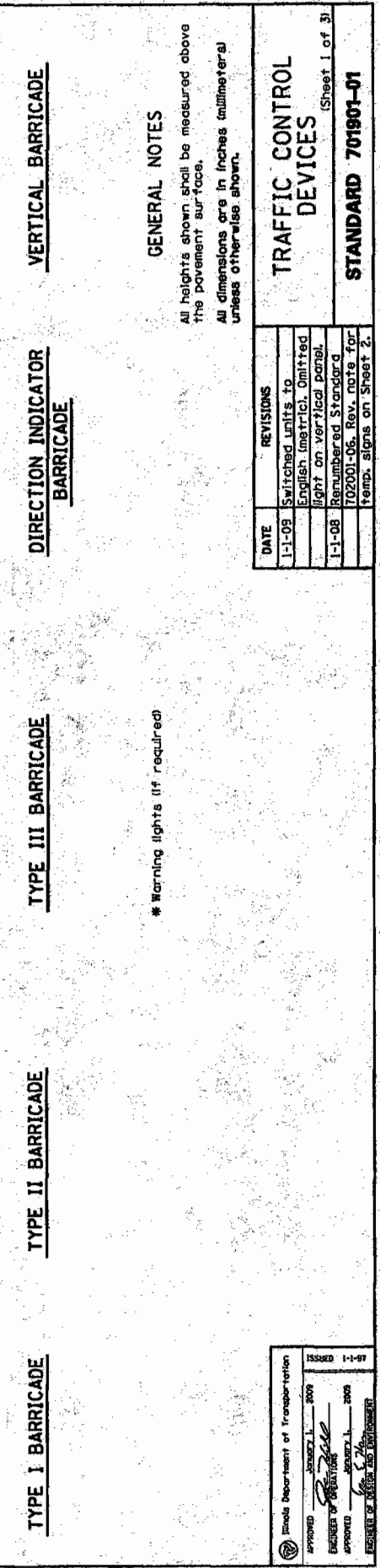
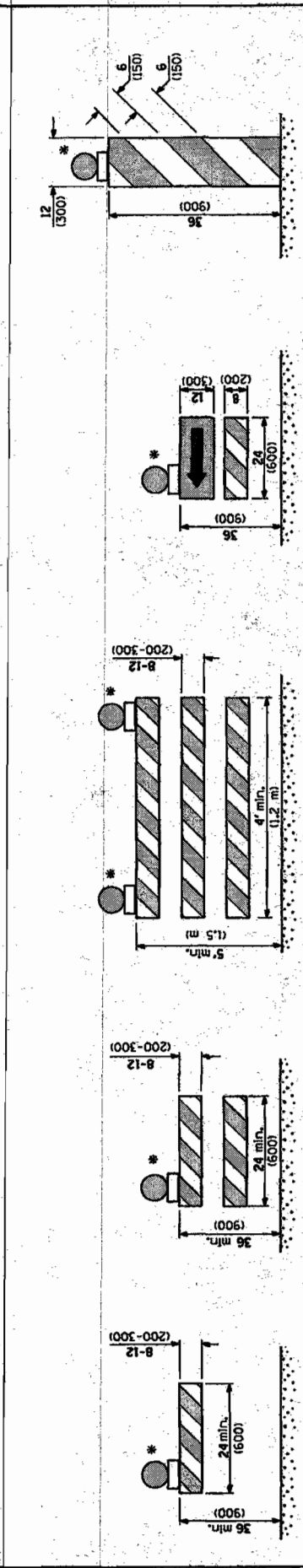
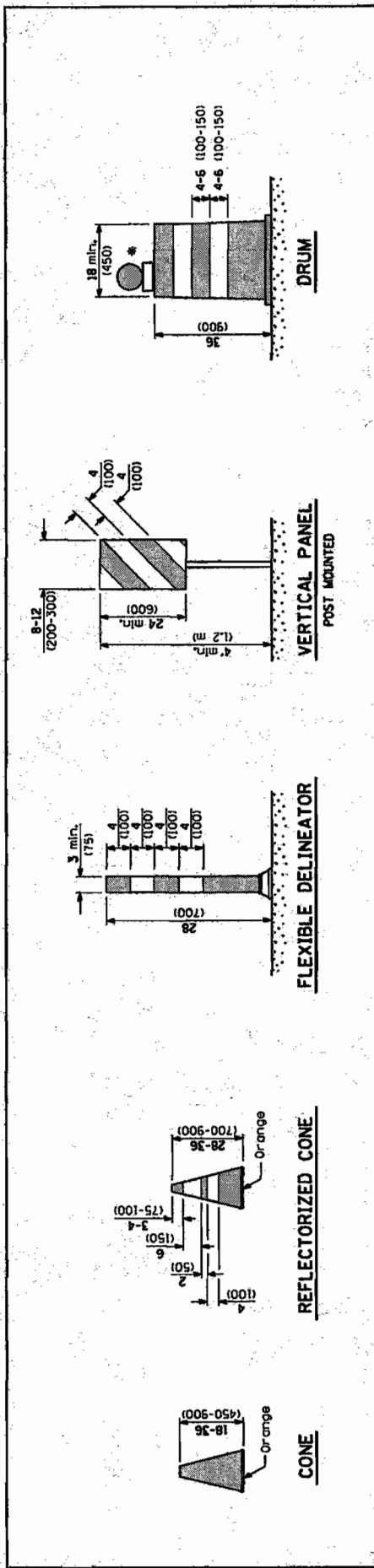
**URBAN LANE CLOSURE, MULTILANE INTERSECTION**

**STANDARD 701701-06**

Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

Illinois Department of Transportation  
 APPROVED: [Signature] January 1, 2009  
 ENGINEER OF DESIGN: [Signature] January 1, 2009  
 APPROVED: [Signature] January 1, 2009  
 ENGINEER OF DESIGN AND SURVEYING

ISSUED 1-1-97



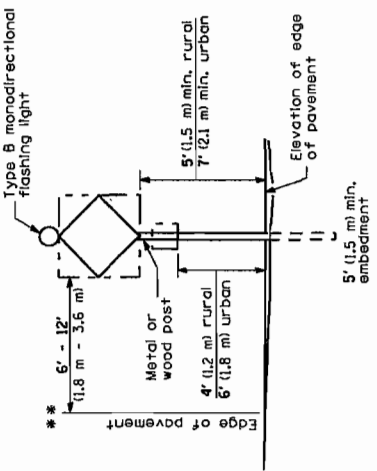
**GENERAL NOTES**

All heights shown shall be measured above the pavement surface.  
All dimensions are in inches (millimeters) unless otherwise shown.

\* Warning lights (if required)

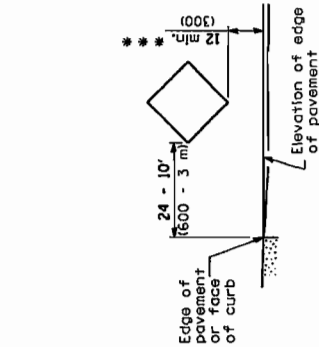
DATE	REVISIONS
1-1-09	Switched units to English-metric. Omitted light on vertical panel.
1-1-08	Renumbered Standard 702001-06. Rev. note for temp. signs on Sheet 2.

Approved: _____ ENGINEER OF OPERATIONS Approved: _____ SUPERVISOR OF TRAFFIC AND TRANSPORTATION	ISSUED 1-1-09 1-1-09
--	-------------------------



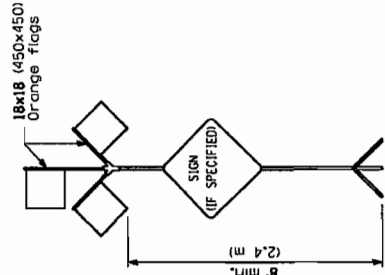
**POST MOUNTED SIGNS**

\*\* When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



**SIGNS ON TEMPORARY SUPPORTS**

\*\*\* When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen by motorists.

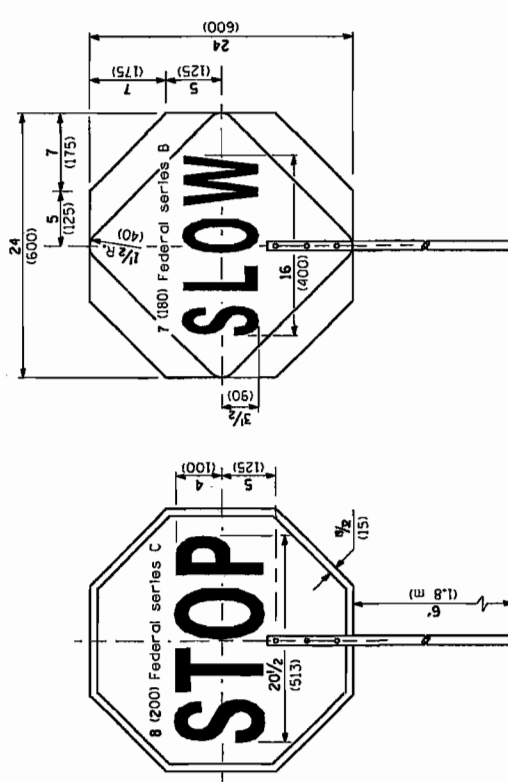


**HIGH LEVEL WARNING DEVICE**

ROAD CONSTRUCTION NEXT X MILES	G20-110)-6036
END CONSTRUCTION	G20-2a(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length. ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits. END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m). Dual sign displays shall be utilized on multi-lane highways.

**WORK LIMIT SIGNING**



FRONT SIDE

REVERSE SIDE

**FLAGGER TRAFFIC CONTROL SIGN**

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation  
 APPROVED: [Signature] JANUARY 1, 2009  
 ENGINEER OF OPERATIONS  
 APPROVED: [Signature] JANUARY 1, 2009  
 ENGINEER OF DESIGN AND CONSTRUCTION

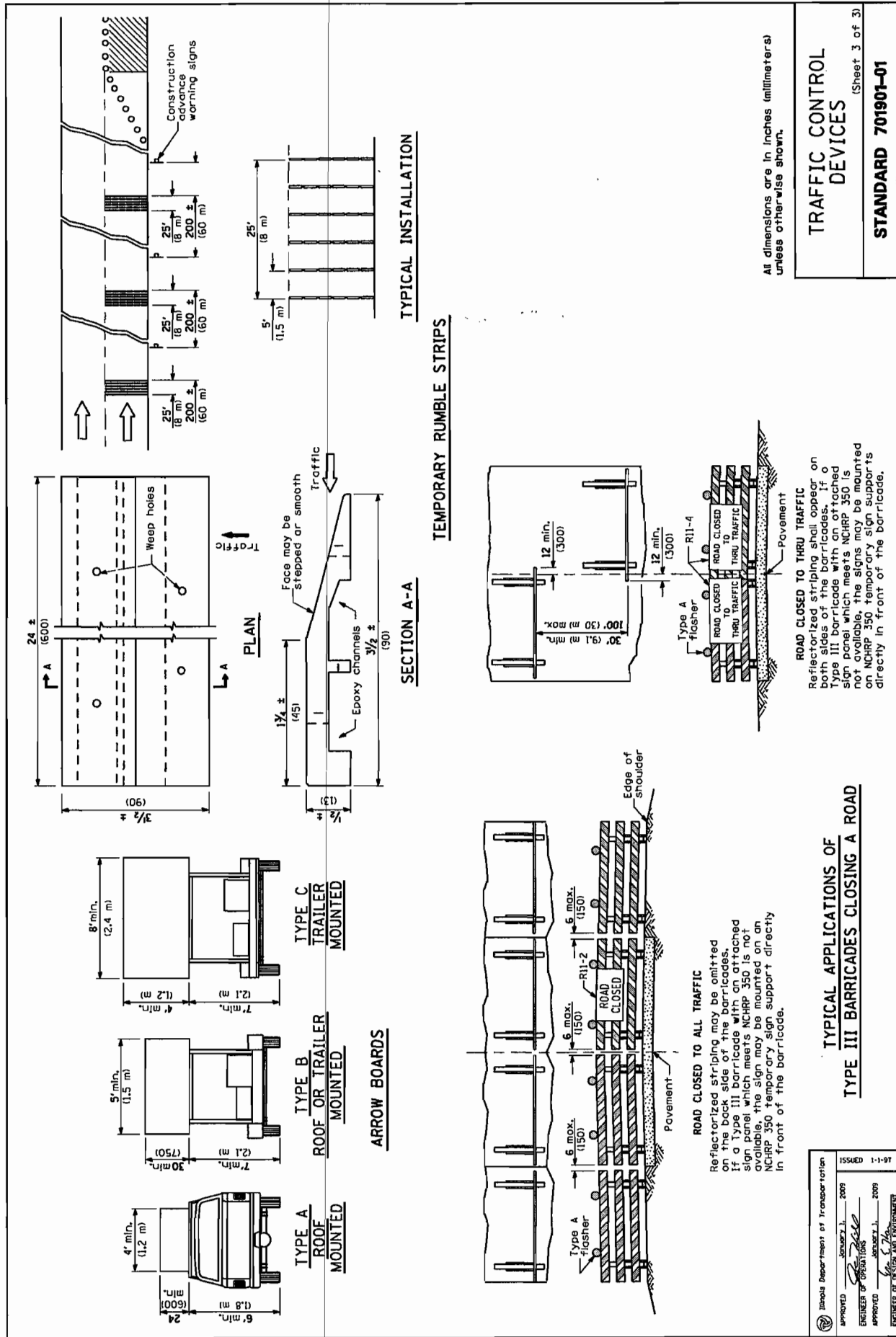
ISSUED 1-1-97

**TRAFFIC CONTROL DEVICES**

(Sheet 2 of 3)

**STANDARD 701901-01**





All dimensions are in inches (millimeters) unless otherwise shown.

**TRAFFIC CONTROL DEVICES**

(Sheet 3 of 3)

**STANDARD 701901-01**

Idaho Department of Transportation  
 APPROVED: [Signature] 2009  
 ENGINEER OF OPERATIONS  
 APPROVED: [Signature] 2009  
 ENGINEER OF DESIGN AND ENVIRONMENT



# Illinois Department of Transportation

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

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

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

### Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
County and Section Number	McHenry Cty.	DuPage Cty.				
Contract With	McHenry Cty	Village of Lisle				
Estimated Completion Date	End May	Mid June				
Total Contract Price	125 000.-	52 000.-				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	125 000.-	52 000.-				177,000.-
Uncompleted Dollar Value if Firm is the Subcontractor						
<b>Total Value of All Work</b>						<b>177,000.-</b>

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

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

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints	125 000.-	52 000.-				177,000.-
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						177 000.-

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

**Part III. Work Subcontracted to Others.**

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

	1	2	3	4	Awards Pending
Subcontractor	None				
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

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

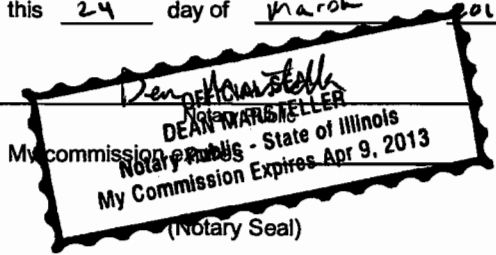
Subscribed and sworn to before me  
 this 24 day of March 2010

Type or Print Name David J. Denter, President  
Officer or Director Title

Signed [Signature]

Company Denter, Inc.

Address 19148 S. 104th Ave.  
Mokena, IL 60448





**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 012B

Denler & Sons, Inc.  
19148 South 104th Avenue Mokena, IL 60448

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$500,000.00

005	CLEAN & SEAL CRACKS/JOINTS	\$500,000
017	CONCRETE CONSTRUCTION	\$500,000
15A	COVER & SEAL COATS (A)	\$500,000
27A	PAVMT. MARKING (PAINT)	\$125,000 H

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/2/2009 TO 4/30/2010 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/2/2009.

H Hand Application only

*[Signature]*  
Engineer of Construction



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:

Developers Surety and Indemnity Company

Indemnity Company of California

17780 Fitch, Suite 200, Irvine, California 92614 (949) 263-3300

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Denler & Sons, Inc., 19148 S. 104<sup>th</sup> Avenue, Mokena, IL 60448 as Principal, and Developers Surety and Indemnity Company, 3027 English Rows Avenue, Suite 205, Naperville, IL 60564 a corporation duly organized under the laws of the State of Iowa as Surety, are held and firmly bound unto Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, IL 60515 as Obligee, in the sum of 5%

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

WHEREAS, the Principal has submitted a bid for 2010 Preventative Seal - Various

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22<sup>nd</sup> day of March, 20 10

PRINCIPAL: Denler & Sons, Inc.

SURETY: Developers Surety and Indemnity Company

Tamara McGeever, Attorney-in-Fact

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, do each, hereby make, constitute and appoint:

**\*\*\*Lewis Mark Spangler, Dean F. Fair, John M. Link, Bradley J. Plummer, Tami McGeever, Tammy J. Feller, jointly or severally\*\*\***

as their true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: [Signature]  
Stephen T. Pate, Senior Vice President

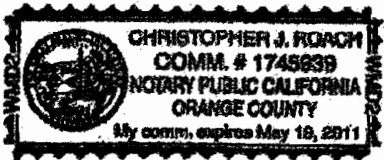
By: [Signature]  
Charles L. Day, Assistant Secretary



State of California  
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature [Signature]  
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 22nd day of March, 2010.

By: [Signature]  
Albert Hillebrand, Assistant Secretary



**Cottingham & Butler**

C&B Insurance | SISCO | HealthCorp | Safety Management

Established 1887

John E. Butler, CPCU  
David O. Becker  
Dean F. Pals, CPCU, ARM  
John J. Ostava, CPCU  
Christopher D. Patrick, CPCU, ARM  
Joseph L. Broderick, INS, AIC  
Mark K. Fitzjerralls, CPCU, ARM, AU, AR  
David J. Farnson, CSP  
John M. Link, CPCU  
Richard V. McKay, CPCU  
Jane L. Mueller, ARM  
Larry J. Mueller  
Bradley J. Farnmer, CPCU  
L. Mark Spangler

Timothy E. Alexander  
Jeffrey K. Burt, AAI  
Robert D. Batten  
Kim K. Beck, CIC, AAI  
Loann L. Belcher  
D. Paul Bell  
Janis E. Bishop  
Jennifer D. Bickelstede  
Paul E. Butler  
Karen T. Chadwick, CPCU, AIS, ARM  
Luca A. DeVecchi, AIC  
Jason E. Duffins  
Paul J. Donovan, CIC, AAI  
Kevin W. Felderman  
Matt M. Ferris, AAI  
Dean R. Gilkes, CERS  
C. Joseph Goring  
Tammie D. Greenwood  
Jeffrey L. Grubbs  
James C. Hall, MEd, FACCG  
James A. Harrison, AIC  
Heleen M. Hill, CERS  
Reanda K. Hoffer  
Robert J. Holmann  
Chad M. Hoppenjan, CDS  
Mark D. Kaczmarek  
Vickie L. LaGratta  
Eric R. Larson  
Angie K. Leung  
Trent L. Manning  
Thomas A. McClain, EHA  
Robert J. Miller, AAI, AFI, AIS  
Matt E. Montgomery, CDS  
Karl L. Murray  
Katherine M. O'Connor  
Linda M. Perry  
Nicole J. Pfeiffer  
Julie M. Ryan, CPCU, ARM, AIS, CIC  
Dale J. Scherer, CSP  
Tom J. Schneider  
Krista L. Sigler  
Jared M. Smith, AAI, AU  
Richard A. Spivack, CERS, CSM  
Reva K. Smith, CIC, AAI  
Sandy K. Steffen  
Daniel P. Umanach, AIC, AIM  
Janice L. Vassant, AU  
John B. Van Dyle  
Scott A. Voeltinger  
Christopher R. Vogel, CIC, AAI

[www.cb-sisco.com](http://www.cb-sisco.com)

March 24, 2010

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

RE: Denler & Sons, Inc.

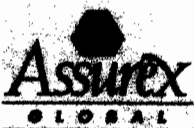
To Whom It May Concern:

We are committed to provide Denler & Sons, Inc. with a Performance and Payment Bond for the 2010 Preventive Seal Project upon being awarded the job.

Please contact me with any questions.

Sincerely,

**Tammie McGaever**  
Account Administrator  
C&B Insurance Services  
630-420-3400 Ext. 104  
630-420-8520 Fax  
E-Mail: [TMcGaever@Cottinghambutler.com](mailto:TMcGaever@Cottinghambutler.com)



**C&B INSURANCE**  
300 Security Building  
P.O. Box 28  
Dubuque, IA 52004-0028  
(563) 587-5000  
(800) 793-5235  
Fax: (563) 587-7339

**C&B INSURANCE**  
1770 Park Street  
Suite 210  
Naperville, IL 60563  
(630) 420-3400  
(888) 509-4302  
Fax: (630) 420-8520

**SISCO (P/C CLAIMS)**  
300 Security Building  
P.O. Box 28  
Dubuque, IA 52004-0028  
(563) 587-5000  
(800) 793-5235  
Fax: (563) 587-5300

**SISCO (BENEFITS)**  
300 Security Building  
P.O. Box 389  
Dubuque, IA 52004-0389  
(563) 587-5000  
(800) 457-4726  
Fax: (563) 587-5500

**SAFETY MANAGEMENT**  
300 Security Building  
P.O. Box 28  
Dubuque, IA 52004-0028  
(563) 587-5000  
(800) 793-5235  
Fax: (563) 587-5514

# 2010-2014 Capital Project Sheet

Project # **P-010**

## Project Description **Parking Lot Improvements, Annual Element**

Project summary, justification and alignment to Strategic Plan

The amount shown establishes an annualized maintenance cost for such services as: crack sealing, striping, resurfacing, etc. Years without an amount shown on this sheet have expenses identified to specific parking facilities on separate sheets.

Cost Summary	New	Maintenance	Replacement	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Years	TOTAL
Professional Services										-
Land Acquisition										-
Infrastructure										-
Building										-
Machinery/Equipment										-
Other/Miscellaneous		X		80,000			125,000	125,000		<b>330,000</b>
<b>TOTAL COST</b>				80,000	-	-	125,000	125,000	-	<b>330,000</b>

Funding Source(s)		FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Years	TOTAL
471-Parking Fund	▼	45,000			125,000	125,000		<b>295,000</b>
	▼							-
	▼							-
	▼							-
<b>TOTAL FUNDING SOURCES</b>		45,000	-	-	125,000	125,000	-	<b>295,000</b>

Project status and completed work

None.

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

Varies, but would be shown on sheets specific to a facility.

Impact-annual operating expenses	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Map/Pictures of Project

Internal staff information:

Priority Score	High	Priority Setting Factor:	Maintenance	Project Manager:	Stan Balicki	
Priority Status:	High	F-65	Program:	366	Department:	Public Works



# 2010-2014 Capital Project Sheet

Project # **ST-004**

## Project Description **Roadway Maintenance Program**

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

Capital and Motor Fuel Tax funds for on-going annual maintenance of the Village's 160 miles of streets. Projects to utilize various processes such as crack seals, pavement seals, and resurfacing with new asphalt. The funding listed as 'Other/Miscellaneous' is for asphalt purchased for use by Public Works Streets Division for various patching operations during the year.

Cost Summary		New Maintenance Replacement	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Years	TOTAL
Land Acquisition									-
Infrastructure	X	3,655,000	3,643,000	3,736,000	3,820,000	3,905,000		18,759,000	
Building									-
Machinery/Equipment									-
Other/Miscellaneous	X	75,000	82,000	89,000	100,000	115,000		461,000	
<b>TOTAL COST</b>		3,795,000	3,795,000	3,895,000	3,995,000	4,095,000	-	19,575,000	

Funding Source(s)		FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Years	TOTAL
<b>220-Capital Improvements Fund</b>	▼	2,695,000	2,695,000	2,795,000	2,895,000	2,995,000		14,075,000
<b>102-MFT</b>	▼	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000		5,500,000
	▼							-
	▼							-
<b>TOTAL FUNDING SOURCES</b>		3,795,000	3,795,000	3,895,000	3,995,000	4,095,000	-	19,575,000

### Project status and completed work

Annual Program.

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

Motor Fuel Tax (MFT) funding also utilized. A LAPP grant was approved for Carpenter Street (Gilbert - Maple). Carpenter (Maple to 55th) will be funded through the Roadway Maintenance Program.

Impact-annual operating expenses	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

### Map/Pictures of Project

## PRELIMINARY LIST of STREETS to be RESURFACED

STREET	FROM	TO	STREET	FROM	TO
55TH PLACE	WILCOX	CUMNOR	LANCASTER	BONNIE BRAE	WEST OF WEATHERBEE
5TH STREET	FAIRVIEW	CUMNOR	LYMAN	CLAREMONT	NORTH OF JAY
6TH STREET	FAIRVIEW	CUMNOR	LYMAN	65TH	OXFORD
7TH STREET	FAIRVIEW	CUMNOR	MEADOWCREST	CLAREMONT	FAIRMOUNT
8TH STREET	FAIRVIEW	CUMNOR	MEADOWLAWN	MAIN	WASHINGTON
ASHBROOK	INVERNESS	S END	PARKVIEW	CLAREMONT	FAIRMOUNT
ASHLEY CT	BELMONT RD	E CUL DE SAC	PERSHING	NORTH OF GRANT	PRAIRIE
ASPEN AVE	TAMARACK DR	DURAND DR	TAMARACK DR	CHASE AVE	ASPEN AVE
BONNIE BRAE	65TH	OXFORD	VALLEYVIEW	MAIN	FAIRMOUNT
CARPENTER	GILBERT	59TH	WASHINGTON	WEATHERBEE	63RD ST
CHASE AVE	TAMARACK DR	DURAND DR	WEATHERBEE	WASHINGTON	WEST OF LANCASTER
CHICAGO	BELMONT	WOODWARD	WEBSTER	VALLEYVIEW	SOUTH CUL DE SAC
CLAREMONT	MAIN	FAIRVIEW	WILSON	OGDEN	CHICAGO
CLAYTON CT	CLAREMONT	NORTH CUL DE SAC			
DURAND DR	MAPLE AVE	BELMONT RD	If funding permits:		
FLORENCE	5TH	55TH	CUMNOR	39TH	OGDEN
GRANT	BELMONT	WOODWARD	SHADY LANE	ALL SUBDIVISION	

### Internal staff information:

Priority Score	High	Priority Setting Factor:	Maintenance	Project Manager:	Michael D. Millette
			F-37		
Priority Status:	High	Program:	342	Department:	Public Works