

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
JUNE 21, 2011 AGENDA**

| <b>SUBJECT:</b>                                              | <b>TYPE:</b>                                           | <b>SUBMITTED BY:</b>                         |
|--------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------|
| Bid: 2011 Sidewalk Maintenance Program (S-006-11 & S-006-12) | Resolution<br>Ordinance<br>✓ Motion<br>Discussion Only | Nan Newlon, P.E.<br>Director of Public Works |

**SYNOPSIS**

A motion is requested to authorize award of the following contracts for sidewalk maintenance:

- 2011 Replacement Sidewalk Program (CIP Project S-006-11) to M & A Cement Work, Inc. of Bensenville, Illinois in the amount of \$140,525
- 2011 Sidewalk Rehabilitation Project (S-006-12) to Safe Step LLC of Hortonville, Wisconsin in the amount of \$46,200

The total project cost is \$186,725.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 identified *Top Quality Village Infrastructure and Facilities*.

**FISCAL IMPACT**

The FY11 budget includes \$173,650 in the Capital Improvements Fund for S-006. The low bid for this project is \$13,075 more than the budgeted amount for this project. Staff recommends the use of the available fund balance in the Capital Fund to complete the scope of work included in these two contracts.

**RECOMMENDATION**

Approval on the July 5, 2011 consent agenda.

**BACKGROUND**

The S-006-11 and S-006-12 projects provide for the replacement or rehabilitation of sidewalks with a grade difference of 1-1/8" or more (tripping hazards). The repair of cracked sidewalks is only done through the S-006-11 project, which calls for the removal and replacement of sidewalk squares. This year's program includes the removal and replacement of over 18,000 square-feet of sidewalk as well as intermittent curb replacement, and the upgrade of sidewalk ramps to comply with Americans with Disabilities Act standards.

This year's program includes a second contract which allows for costs savings by rehabilitating sidewalks instead of replacement to eliminate trip hazards. This involves cutting concrete with a special horizontal concrete saw. This work typically costs \$50 per location in lieu of \$150 for removal and replacement. This method of trip hazard removal exceeds ADA compliance, is cost effective, clean, and efficient.

This year's project will address approximately 500 locations throughout the Village.

Bids were received on Wednesday, June 1, 2011 for these contracts. A synopsis of each contract bid is as follows:

S-006-11 Replacement Sidewalk Program

| <b>Contractor</b>   | <b>Total Bid</b> |
|---------------------|------------------|
| M & A CEMENT        | \$140,525        |
| STRADA CONSTRUCTION | \$185,230        |
| GLOBE CONSTRUCTION  | \$199,197        |

low bid

S-006-12 Sidewalk Rehabilitation Project

| Contractor    | Total Bid |
|---------------|-----------|
| SAFE STEP LLC | \$46,200  |

only bid

M&A Cement Work performed the 2008 Replacement Sidewalk Program. Staff reviewed and evaluated the vendor's past performance and determined the completed work was satisfactory.

Safe Step LLC has not performed work for the Village previously, but did present a demonstration to Public Works staff in May 2011. Staff evaluated the vendor's performance and determined the completed work was satisfactory.

**ATTACHMENTS**

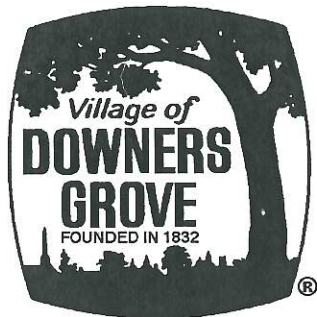
Bid Contract Forms

Campaign Disclosure Certificates

Contractors Evaluation Forms

CIP Sheet

ORIGINAL



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: SAFE STEP LLC
- II. Instructions and Specifications:
- A. Bid No.: S-006-12
  - B. For: 2011 SIDEWALK REHABILITATION PROJECT
  - C. Bid Opening Date/Time: WEDNESDAY, JUNE 1, 2011 @ 9:00 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: WEDNESDAY, MAY 18, 2011

This document comprises 52 pages

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

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

**CALL FOR BIDS – FIXED WORKS PROJECT**

**Bid No.: S-006-12**

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:  
WEDNESDAY, JUNE 1, 2011 @ 9:00 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.

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.
- 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:

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                                  |
|                                 |             | <i>(Applicable on a Per Project Basis)</i> |
| Commercial Automobile Liability | \$1,000,000 | Each Accident                              |



Village of Downers Grove

|                               |             |                  |
|-------------------------------|-------------|------------------|
| Professional Errors           | \$2,000,000 | Each Claim       |
| & Omissions                   | \$2,000,000 | Annual Aggregate |
| (pursuant to section.9 below) |             |                  |

|                    |              |
|--------------------|--------------|
| Umbrella Liability | \$ 5,000,000 |
|--------------------|--------------|

- 32.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 32.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements.

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

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

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

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

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

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.



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

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

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

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

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

**Description:** Work involves removing approximately 2,100 inch-feet of public sidewalk trip hazards within Village right-of-ways at various locations by method of saw cutting. See Appendix A for location maps. The Contractor shall saw cut sidewalk trip hazards at locations designated and within the criteria established by these specifications.

##### **SP-2 GENERAL CONSTRUCTION REQUIREMENTS**

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

All street openings made prior to November 15<sup>th</sup> shall be fully restored according to the applicable special provisions, and the street reopened to regular traffic upon the availability of hot-mix bituminous concrete.

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

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

##### **SP-3 ACCESS AND WATER SHUT-OFF NOTIFICATION**

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



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

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

#### **SP-4 TREE PROTECTION**

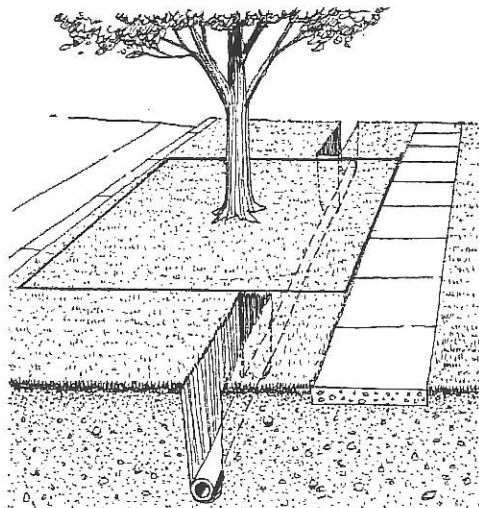
**Description:** Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village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

Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss.

Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway or excavation unless specifically noted on the project plan sheets.

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

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



For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required.

Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations.

Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

For projects that involve excavations of 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 roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

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

To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees.

Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.

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

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



1. 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.
2. 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.
3. 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.
4. Each day during which a violation continues shall be construed as a separate and distinct offense.

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

Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

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

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

#### **SP-5 EROSION AND SEDIMENTATION CONTROL**

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

All downstream ditches shall be protected from erosion and sedimentation by the installation of straw bale and/or silt fence ditch checks. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of straw bales. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, straw bales, or solid lids, as authorized in the field by the Engineer.

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



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

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

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

**SP-6 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS (ITEM# 70103900)**

**Description:** This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project.

All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.

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

The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances.

Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

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

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

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

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

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

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

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

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

Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation.

Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

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

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

#### **SP-7 SCHEDULING OF CONSTRUCTION**

**Description:** At all locations, restoration of the driveway and parkway areas shall commence no later than 3 weeks after the concrete is placed. A construction schedule shall be submitted by the Contractor to the Engineer at the scheduled pre-construction meeting. **The contractor shall only be allowed to conduct his operations in the Downtown Business District (DBD) between the hours of 9:00 a.m. & 3:00 p.m. Monday through Friday.**

**Also, any and all construction operations in the DBD shall be completed prior to the list of events noted in Appendix A of these specifications.**



**SP-8 QUALIFICATIONS OF CONTRACTOR**

**Description:** Any contractor submitting a bid on this project must demonstrate competence, reliability, and be actively engaged in this specific type of work. The contractor must demonstrate competence prior to submitting a bid by including a history and references, listing completion dates, and submitting bonding information from prior projects, and/or performing an on-site demonstration of their capacity to perform the work as required. The Village reserves the right to disqualify a bid and/or contractor if they are deemed not to be competent or reliable. The Village also reserves the right to select the bid deemed to be most advantageous to the Village.

**SP-9 SCHEDULES AND RESTRICTIONS**

**Description:** The Contractor shall submit a schedule showing anticipated dates for work. The Village reserves the right to require adjustments to quantities and scheduling of work. The Contractor shall also make special note of the following requirements.

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 businesses 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).

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

**SP-10 SAW CUTTING SIDEWALK, SPECIAL**

**Description:** SAWING CRITERIA

Only sidewalk squares with the following criteria shall be cut.

1. Sidewalk squares with an offset of 3/8 inch or greater.
2. Cross-cuts on any adjacent sidewalk that contain deficiencies outside the listed criteria.
3. Sidewalk squares containing cracks less than 1/2 inch wide with an offset within the above criteria.
4. Curb ramps on the curbside and not the sidewalk.

PUBLIC CONVENIENCE AND SAFETY



1. The Contractor shall schedule the operations so as to cause minimum interruption, interference or disturbance to the operation of residents, businesses, schools, churches, etc., and to allow access by pedestrians, emergency, delivery and service vehicles at all times.
2. The Contractor shall properly barricade the work area with traffic cones and lights for any nighttime work. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or private property.
3. Any temporary shutdown of existing services or access, as may be required, shall be performed only at such times and for such duration as agreed to by the Engineer. The interruption of services and access shall be conducted in accordance to a plan mutually agreed to between the Engineer and Contractor.
4. Access to all driveways within the project limits shall be maintained whenever possible.
5. Gasoline or diesel operated equipment shall be equipped with mufflers and insulators to minimize noise.

#### LIMITATIONS OF OPERATIONS

5. **GRINDING OF SIDEWALKS TO REMOVE TRIP HAZARDS SHALL NOT BE ALLOWED.**
6. No storing of equipment or materials on the sidewalk or private property shall be allowed without prior approval of the Engineer.
7. All sidewalk saw cuts started in residential areas shall be completed by the end of the same work day in which they are started. Sidewalk saw cutting through driveways of adjoining business properties shall be completed within two (2) hours.
8. The Engineer may direct saw cuts at locations other than construction joints. Saw cuts directed by the Engineer will be paid for at the contract unit price bid.
9. Saw cutting shall be done by a means that will eliminate any dust. Any slurry from sawing shall be removed from the sidewalk and/or pavement by means of power washing upon completion of each saw cut to reduce possible tracking.
10. Air borne concrete dust resulting from the cutting process shall be controlled with saw-mounted vacuum hoods equipped with HEPA A type filters. Before mobilizing to the next saw cutting location, all debris, cuttings, and concrete dust shall be immediately swept clean and removed from the sidewalk surface and adjacent sidewalk, rail, driveway, landscaping, building face, and/or other objects in the vicinity of the work.

#### SAW CUTTING OF SIDEWALKS, DRIVEWAYS, AND CURBS - DESCRIPTION

1. The Contractor shall take precautions during saw cutting operations to not disfigure, scar, impair or damage any surrounding surfaces including, but not limited to, sidewalk, driveway, roadway, steps, walls, railings, light poles, turf or any public or private installations such as trees, irrigation sprinkler heads, electric fences, etc.

2. All trip hazards marked for saw cutting must be removed in accordance with the American with Disabilities Act (ADA) requirements with the resulting finish being ADA compliant. Each offset must be tapered at a 1:8 maximum slope and must have smooth uniform appearance and texture.
3. The finished surface shall have a coefficient of friction of at least 0.6.
4. The finished result of each cut shall be taken to a zero point of differential settlement along the entire length of the cut and to both edges of the sidewalk to eliminate trip hazards the full width of the sidewalk.
5. Existing concrete, asphalt mixes, or other types of material used to shim raised sidewalks shall be removed from adjacent sidewalk stones prior to saw cutting sidewalk.

#### EQUIPMENT

All sidewalk cutting shall be done with diamond-tipped blades and saws capable of cutting at any angle and able to remove the concrete completely to all edges of the sidewalk. The flush-cutting concrete saw shall have a saw-mounted vacuum hood equipped with HEPA A type filters.

**Method of Measurement:** Saw cutting of sidewalk will be measured for payment in inch-feet of sidewalk cut. The cost of cleaning sidewalk shall be included in the price bid for saw cutting. The quantity of sidewalk cut will be determined by multiplying the average sidewalk trip hazard height times the length of saw cut along the joint on each trip hazard in inch-feet. The Contractor is required to record and submit, with each invoice, the exact dimensions of each trip hazard removed per location. Depth shall be measured to the nearest 1/8 inch. Maximum pay quantity shall be 3.75 inch-feet per 5 foot width of sawcut.

**Basis of Payment:** This work shall be paid for at the contact unit price per **INCH-FEET** for:

#### **SAW CUTTING SIDEWALK, SPECIAL,**

which price shall be payment in full for all labor, equipment, tools, materials, mobilizations, and all other costs associated with such work as specified herein.

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

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

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

**BIDDER:**

SAFE STEP LLC  
Company Name

5-23-11  
Date

105 GREENDALE RD  
Street Address of Company

Rob@notripping.com  
E-mail Address

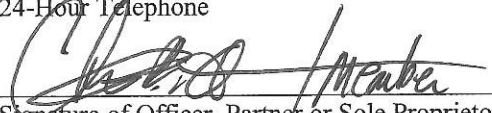
HORTONVILLE, WI 54944  
City, State, Zip

ROB STRAUSS  
Contact Name (Print)

920-540-7414  
Business Phone

920-540-7414  
24-Hour Telephone

866-479-1069  
Business Fax

  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

CHRISTOPHER OTT  
Print Name & Title

\_\_\_\_\_  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 30 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:**

SAFE STEP LLC  
Company Name

5-23-11  
Date

105 GREENDALE RD  
Street Address of Company

Rob@notrippin.com  
E-mail Address

HORTONVILLE, WI 54944  
City, State, Zip

ROB STRAUSS  
Contact Name (Print)

920-540-7414  
Business Phone

920-540-7414  
24-Hour Telephone

866-479-1069  
Business Fax

 Member  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

CHRISTOPHER OTT  
Print Name & Title

\_\_\_\_\_  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 30 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**SCHEDULE OF PRICES:**

**VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC  
WORKS  
2011 SIDEWALK  
REHABILITATION PROJECT  
BID #S-006-12**

| ITEM NO. | PAY ITEM                      | QUANTITY | UNIT  | UNIT PRICE                   | TOTAL COST         |
|----------|-------------------------------|----------|-------|------------------------------|--------------------|
| SP-10    | SAW CUTTING SIDEWALK, SPECIAL | 2,100    | IN-FT | \$22.00                      | \$46,200.00        |
|          |                               |          |       | <b>TOTAL BID AMOUNT &gt;</b> | <b>\$46,200.00</b> |

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

With regard to 2011 SIDEWALK RENOVATION, bidder SAFE STEP LLC  
(Name of Project) (Name of Bidder)

hereby certifies the following:

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



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

BY: \_\_\_\_\_

Bidder's Authorized Agent

20 - 2754406

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_

Social Security Number

Subscribed and sworn to before me

this 24 day of May, 2011.

Tina Priestler  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of \_\_\_\_\_, which operates under the Legal name of \_\_\_\_\_, and the full names of its Officers are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

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

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

[Signature] 1850 Sunrise Ln. Appleton, WI 54913  
[Signature] 1850 Sunrise Ln. Appleton, WI 54913

**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: ANSAY & ASSOCIATES LLC

AGENT: JAN THOMPSON

Street Address: 201 E. BELL ST. P.O. BOX 745

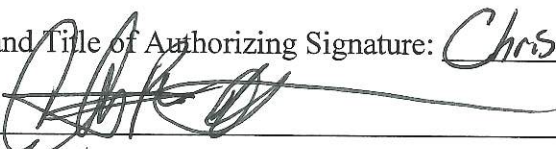
City, State, Zip Code: NEENAH, WI 54956

Telephone Number: 920-722-7531

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: SAFE STEP LLC

Print Name and Title of Authorizing Signature: Christopher R. OMT / Member

Signature: 

Date: 5/24/11

**MUNICIPAL REFERENCE LIST**

Municipality: CITY OF GENEVA  
Address: 1800 SOUTH ST GENEVA, IL 60134-2547  
Contact Name: CHRIS BONG Phone #: 630-232-1501  
Name of Project: GENEVA SIDEWALK SAN-CUT 2011 PROJECT  
Contract Value: \$30,000 Date of Completion: 4/14/11

Municipality: CITY OF ST. CHARLES  
Address: 1405 S. 7TH AVE ST. CHARLES, IL 60174  
Contact Name: DAN ROWE Phone #: 630-377-4405  
Name of Project: SAW CUTTING OF SIDEWALK TRIP HAZARDS  
Contract Value: \$60,000 Date of Completion: 11/30/10

Municipality: VILLAGE OF GLENWOOD  
Address: ONE ASSELBORN WAY GLENWOOD, IL 60425  
Contact Name: PATRICK McANENEY Phone #: 708-753-2413  
Name of Project: SIDEWALK SAN CUT PROJECT  
Contract Value: \$24,000 Date of Completion: 10/9/10

Municipality: VILLAGE OF SCHAMBURG  
Address: 714 S. PLUM GROVE RD  
Contact Name: BRAD HURBAN Phone #: 847-923-6647  
Name of Project: SIDEWALK TRIP HAZARD REMOVAL  
Contract Value: \$30,000 Date of Completion: 8/11/10

Municipality: VILLAGE OF VERNON HILLS  
Address: 490 GREENLEAF DR  
Contact Name: TRIP HAZARD SIDEWALK 2009 Phone #: 847-918-3591  
Name of Project: TOM BREITMANN  
Contract Value: \$20,000 Date of Completion: 5/10/09



**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.)

*DO NOT USE SUBCONTRACTORS*

1) N/A 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: SAFE STEP LLC  
 ADDRESS: 105 GREENDALE RD P.O. Box 411  
 CITY: HORTONVILLE  
 STATE: WI  
 ZIP: 54944  
 PHONE: 920-202-0954 FAX: 866-479-1069  
 TAX ID #(TIN): 20-2754406

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

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

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

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

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

SIGNATURE: [Signature] DATE: 5/23/11

### Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Bidder: SAFE STEP LLC

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.**

Safe Step LLC does not qualify for apprenticeship training and certification  
because of the limited scope of work it performs - as determined by the  
Wisconsin chapter - Building + Contractors Apprenticeship Committee.

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: Rob Strauss Illinois Manager

Signature: 

Date: 5/23/11



**BUY AMERICA CERTIFICATION**

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

*Instructions:*

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

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

***Certificate of Compliance***

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

Signature

*Rob Starnes*

Company Name

*SAFE STEP LLC*

Title

*ILLINOIS MANAGER*

Date

*5/23/11*

***Certificate of Non-Compliance***

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

Signature

Company Name

Title

Date

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

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

### Suspension or Debarment Certificate

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

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

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

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

Company Name: SAFE STEP LLC

Address: 105 GREENDALE RD P.O. BOX 411

City: HORTONVILLE, WI Zip Code: 54944

Telephone: (920) 540-7414 Fax Number: (866) 479-1069

E-mail Address: Rob@notrippin.com

Authorized Company Signature: Rob Strauss

Print Signature Name: ROB STRAUSS Title of Official: ILLINOIS MANAGER

Date: 5/23/11

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

Rob Strauss  
Signature

ROB STRAUSS  
Print Name

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

Print the following information:

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

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

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

\_\_\_\_\_  
Signature

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



### **BID SUBMITTAL CHECKLIST**

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

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

**APPENDIX A**

Specific Address Location List.....(pg 47-50)  
Location map for Downtown Business District..... (pg 51)  
Map of Location #1 Streets..... (pg 52)

Village of Downers Grove

**Specific Address Location List**

| Address | Street Name                         | # of Locations                                              |
|---------|-------------------------------------|-------------------------------------------------------------|
| 240     | 4th St                              | 3 on 4 <sup>th</sup> St. side                               |
| 1420    | 35 <sup>th</sup> St                 | 1 on 35 <sup>th</sup> St. side                              |
| 1365    | 35 <sup>th</sup> St                 | 1                                                           |
| 1301    | 35 <sup>th</sup> St                 | 1                                                           |
| 1090    | 39 <sup>th</sup> St                 | 1                                                           |
| 1080    | 39 <sup>th</sup> St                 | 1                                                           |
| 1070    | 39 <sup>th</sup> St                 | 1                                                           |
| 1060    | 39 <sup>th</sup> St                 | 1                                                           |
| 1041    | 39 <sup>th</sup> St                 | 1                                                           |
| 1309    | 59 <sup>th</sup> St                 | 1                                                           |
| 542     | 59 <sup>th</sup> St                 | 1                                                           |
| 546     | 59 <sup>th</sup> St                 | 1                                                           |
| 673     | 62 <sup>nd</sup> Ct                 | 3                                                           |
| 663     | 62 <sup>nd</sup> Ct                 | 3                                                           |
| 649     | 62 <sup>nd</sup> Ct                 | 1                                                           |
| 648     | 62 <sup>nd</sup> Ct                 | 1                                                           |
| 672     | 62 <sup>nd</sup> Ct                 | 5 (3 on 62 <sup>nd</sup> Ct side & 2 on Fairmount Ave side) |
| 660     | 62 <sup>nd</sup> Ct                 | 1                                                           |
| NEX     | 62 <sup>nd</sup> St & Washington St | 1                                                           |
| NWX     | 62 <sup>nd</sup> St & Washington St | 6                                                           |
| 837     | 62 <sup>nd</sup> St                 | 1                                                           |
| 626     | 65 <sup>th</sup> St                 | 1                                                           |
| 630     | 65 <sup>th</sup> St                 | 3 (1 on 65 <sup>th</sup> St side & 2 on Fairmount Ave side) |
| 801     | 67 <sup>th</sup> St                 | 1                                                           |
| 6625    | 67 <sup>th</sup> St                 | 6 (2 on Fairmount Ave side & 4 on 67 <sup>th</sup> St side) |
| 645     | 67 <sup>th</sup> St                 | 1                                                           |
| 627     | 67 <sup>th</sup> St                 | 2                                                           |
| 625     | 67 <sup>th</sup> St                 | 1                                                           |
| 648     | 67 <sup>th</sup> St                 | 2                                                           |
| SWX     | 71 <sup>st</sup> St & Dunham Rd     | 1                                                           |
| 1480    | Arrow Wood                          | 2                                                           |
| 1500    | Arrow Wood                          | 1                                                           |
| 1530    | Arrow Wood                          | 5                                                           |
| 2141    | Ashley Ct                           | 1                                                           |
| 2134    | Ashley Ct                           | 1                                                           |
| 7222    | Binder Rd                           | 1                                                           |
| 7228    | Binder Rd                           | 1                                                           |
| 7229    | Binder Rd                           | 1                                                           |
| 1044    | Blanchard St                        | 5 on Carpenter St. side                                     |
| 1846    | Banburry Rd                         | 1                                                           |
| 6351    | Banburry Rd                         | 2                                                           |

Sub-Total Page 47 75 Locations



Village of Downers Grove

| Address | Street Name       | # of Locations          |
|---------|-------------------|-------------------------|
| 6339    | Banburry Rd       | 1                       |
| 6335    | Banburry Rd       | 1                       |
| 6361    | Banburry Rd       | 2                       |
| 6356    | Banburry Rd       | 1                       |
| 5473    | Bending Oaks Pl   | 17 on Bending Oaks Pl   |
| 7222    | Binder            | 1                       |
| 7229    | Binder            | 1                       |
| 1173    | Black Oak Dr      | 1                       |
| 1113    | Black Oak Dr      | 1                       |
| 1100    | Black Oak Dr      | 2                       |
| Bolson  | west of Dunham Rd | 2                       |
| 6613    | Briargate Dr      | 2                       |
| 6601    | Briargate Dr      | 2                       |
| 6535    | Briargate Dr      | 1                       |
| 6525    | Briargate Dr      | 1                       |
| 6519    | Briargate Dr      | 1                       |
| 6513    | Briargate Dr      | 1                       |
| 6507    | Briargate Dr      | 2 on Fairmount Ave side |
| 6501    | Briargate Dr      | 1                       |
| 6518    | Briargate Dr      | 1                       |
| 6536    | Briargate Dr      | 1                       |
| 6548    | Briargate Dr      | 1                       |
| 6512    | Briargate Dr      | 1                       |
| 6600    | Briargate Dr      | 1                       |
| 6606    | Briargate Dr      | 1                       |
| 6636    | Briargate Dr      | 1                       |
| 6642    | Briargate Dr      | 3                       |
| 6718    | Briargate Dr      | 1                       |
| 6742    | Briargate Dr      | 1                       |
| 1900    | Brighton St       | 4                       |
| 1906    | Brighton St       | 2                       |
| 1920    | Brighton St       | 1                       |
| 6328    | Brighton St       | 4                       |
| 6368    | Brighton St       | 1                       |
| 6376    | Brighton St       | 1                       |
| 1903    | Brighton St       | 1                       |
| 1911    | Brighton St       | 1                       |
| 1915    | Brighton St       | 1                       |
| 6349    | Brighton St       | 4                       |
| 6341    | Brighton St       | 1                       |
| 1969    | Brighton St       | 1                       |
| 1995    | Brighton St       | 1                       |

Sub-Total Page 48 76 Locations

Village of Downers Grove

| Address | Street Name           | # of Locations                                      |
|---------|-----------------------|-----------------------------------------------------|
| 1273    | Candlewood Dr         | 2                                                   |
| 5227    | Carpenter St          | 1                                                   |
| 5227    | Carpenter St          | 3 north of 1044 Blanchard Ave.                      |
| 826     | Claremont             | 1                                                   |
| 839     | Claremont             | 1                                                   |
| 4919    | Cornell Ave           | 1                                                   |
| 624     | Crescent Dr           | 1                                                   |
| 640     | Crescent Dr           | 3 (1 on Crescent Dr side & 2 on Fairmount Ave side) |
| 4908    | Cumnor                | 1                                                   |
| 1431    | Dickson Ave           | 1                                                   |
| 3661    | Downers Dr            | 1                                                   |
| 3700    | Downers Dr            | 1                                                   |
| 6301    | Dunham Rd             | 1 on Dunham Rd side                                 |
| Haddow  | Edward                | 1                                                   |
| 4433    | Elm St                | 1                                                   |
| 6706    | Fairmont Ave          | 1                                                   |
| 6767    | Fairmont Ave          | 1                                                   |
| 6755    | Fairmont Ave          | 1                                                   |
| 6737    | Fairmont Ave          | 1                                                   |
| 6731    | Fairmont Ave          | 3                                                   |
| 6713    | Fairmont Ave          | 1 on Fairmount Ave side                             |
| 6707    | Fairmont Ave          | 1                                                   |
| 6631    | Fairmont Ave          | 1                                                   |
| 6613    | Fairmont Ave          | 1 on Fairmount Ave side                             |
| 6561    | Fairmont Ave          | 1                                                   |
| 5525    | Fairview Ave          | 1                                                   |
| Prairie | Fairview Ave          | 1                                                   |
| 5209    | Florence Ave          | 1                                                   |
| SWX     | Florence Ave & 2nd St | 3 on 2 <sup>nd</sup> St. side                       |
| 4804    | Forest Ave            | 1                                                   |
| 4035    | Forest Avenue         | 1                                                   |
| SEX     | Forest & 39th St      | 1                                                   |
| 1930    | Hastings Ave          | 1                                                   |
| 1934    | Hastings Ave          | 3                                                   |
| 1946    | Hastings Ave          | 1                                                   |
| 1949    | Hastings Ave          | 2                                                   |
| 1937    | Hastings Ave          | 2                                                   |
| 1933    | Hastings Ave          | 1                                                   |
| 1929    | Hastings Ave          | 1                                                   |
| 1909    | Hastings Ave          | 1                                                   |
| 1901    | Hastings Ave          | 3                                                   |
| 1877    | Hastings Ave          | 2                                                   |

Sub-Total Page 49 58 Locations

Village of Downers Grove

| Address  | Street Name             | # of Locations                 |
|----------|-------------------------|--------------------------------|
| 1924     | Hastings Ave            | 3                              |
| 1912     | Hastings Ave            | 1                              |
| 1908     | Hastings Ave            | 1                              |
| NWX      | Hickory Ct. & Venard Rd | 1                              |
| 4936     | Highland Ave            | 1                              |
| 4940     | Highland Ave            | 1                              |
| 6900     | Hill Crest Dr           | 1                              |
| 1309     | Hughes                  | 1                              |
| Fairview | Lincoln                 | 1                              |
| 6507     | Lyman Ave               | 1                              |
| 5325     | Park Ave                | 2                              |
| 61st     | Plymouth St             | 1                              |
| 3370     | Pomeroy Road            | 2                              |
| 3400     | Pomeroy Road            | 2                              |
| 3450     | Pomeroy Road            | 1                              |
| SEX      | Pomeroy & 35th St       | 1 on 35 <sup>th</sup> St. side |
| 4912     | Prairie Ave             | 1                              |
| 1115     | Prairie Ave             | 1                              |
| 1800     | Prairie Ave             | 1                              |
| 2020     | Prairie Ave             | 1                              |
| 4818     | Prince                  | 1                              |
| 6000     | Puffer Rd               | 1                              |
| 632      | Sherman                 | 1                              |
| 133      | Sherwood Pl             | 1                              |
| 7101     | Terrace Ct              | 1 on 71 <sup>st</sup> St. side |
| 3148     | Venard Drive            | 1                              |
| 3401     | Venard Road             | 1                              |
| 3381     | Venard Road             | 1                              |
| 3729     | Venard Rd               | 1                              |
| 6117     | Washington St           | 1                              |
| 4925     | Washington Street       | 1                              |
| 6105     | Washington Street       | 1                              |
| 6111     | Washington Street       | 1                              |
| 4532     | Woodward Ave            | 1                              |

Sub-Total Page 50 39 Locations

Sub-Total Page 49 58 Locations

Sub-Total Page 48 76 Locations

Sub-Total Page 47 75 Locations

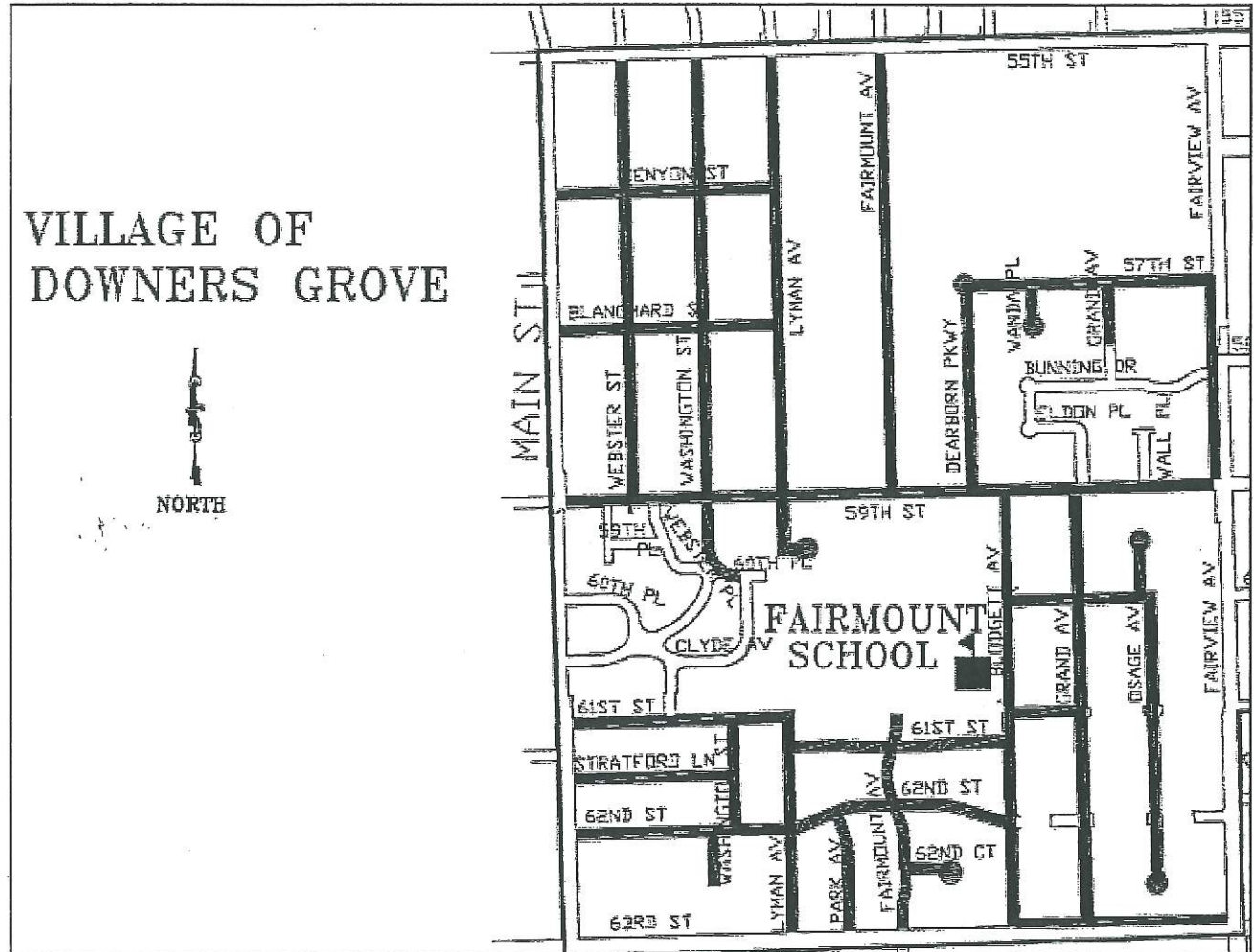
**Grand Total 248 Locations**



Village of Downers Grove

AREA #1 LIMITS – EAST/WEST (FAIRVIEW AVE. TO MAIN ST. &  
NORTH/SOUTH (55<sup>TH</sup> ST. TO 63<sup>RD</sup> ST.)

TOTAL # OF TRIP HAZARD LOCATIONS = 133





**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.

  
Signature

ROB STRAUSS  
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



**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:**

SAFE STEP LLC  
Company Name

5-23-11  
Date

105 GREENDALE RD  
Street Address of Company

Rob@notripping.com  
E-mail Address

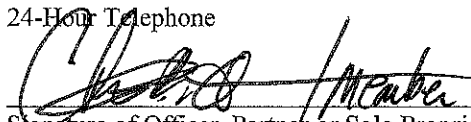
HORTONVILLE, WI 54944  
City, State, Zip

ROB STRAUSS  
Contact Name (Print)

920-540-7414  
Business Phone

920-540-7414  
24-Hour Telephone

866-479-1069  
Business Fax

 / Member  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

CHRISTOPHER OTT  
Print Name & Title

\_\_\_\_\_  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 30 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:**

SAFE STEP LLC  
Company Name

5-23-11  
Date

105 GREENDALE RD  
Street Address of Company

Rob@notrippin.com  
E-mail Address

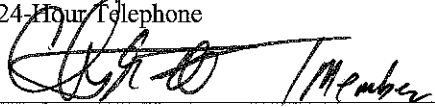
HORTONVILLE, WI 54944  
City, State, Zip

ROB STRAUSS  
Contact Name (Print)

920-540-7414  
Business Phone

920-540-7414  
24-Hour Telephone

866-479-1069  
Business Fax

 Member  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

CHRISTOPHER OTT  
Print Name & Title

\_\_\_\_\_  
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 30 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.

# 2011-2015 Capital Project Sheet

Project # **S-006**

## Project Description **Replacement Sidewalk Program**

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

This project provides for the replacement of sidewalks with a grade difference of 1-1/8" or more (tripping hazards) as well as repair of sidewalk which has cracked into more than three pieces. The Village maintains over 5 million square feet (SF) of sidewalk which has a life expectancy of 50 to 100 years. Beginning in FY2009, a 5% escalator was included to reflect increasing costs for sidewalk construction.

| Cost Summary                  | New | Maintenance | Replacement | FY 2011 | FY 2012 | FY 2013 | FY 2014 | FY 2015 | Future Years | TOTAL   |
|-------------------------------|-----|-------------|-------------|---------|---------|---------|---------|---------|--------------|---------|
| Professional Services         |     |             |             |         |         |         |         |         |              | -       |
| Land Acquisition              |     |             |             |         |         |         |         |         |              | -       |
| Infrastructure                |     | X           |             | 173,650 | 182,325 | 191,500 | 201,075 | 211,000 |              | 959,550 |
| Building                      |     |             |             |         |         |         |         |         |              | -       |
| Machinery/Equipment           |     |             |             |         |         |         |         |         |              | -       |
| Other/Miscellaneous           |     |             |             |         |         |         |         |         |              | -       |
| <b>TOTAL COST</b>             |     |             |             | 173,650 | 182,325 | 191,500 | 201,075 | 211,000 | -            | 959,550 |
| <b>Funding Source(s)</b>      |     |             |             |         |         |         |         |         |              |         |
| 220-Capital Improvements Fund | ▼   |             |             | 173,650 | 182,325 | 191,500 | 201,075 | 211,000 |              | 959,550 |
|                               | ▼   |             |             |         |         |         |         |         |              | -       |
|                               | ▼   |             |             |         |         |         |         |         |              | -       |
|                               | ▼   |             |             |         |         |         |         |         |              | -       |
| <b>TOTAL FUNDING SOURCES</b>  |     |             |             | 173,650 | 182,325 | 191,500 | 201,075 | 211,000 | -            | 959,550 |

Project status and completed work

Grants (funded or applied for) related to the project

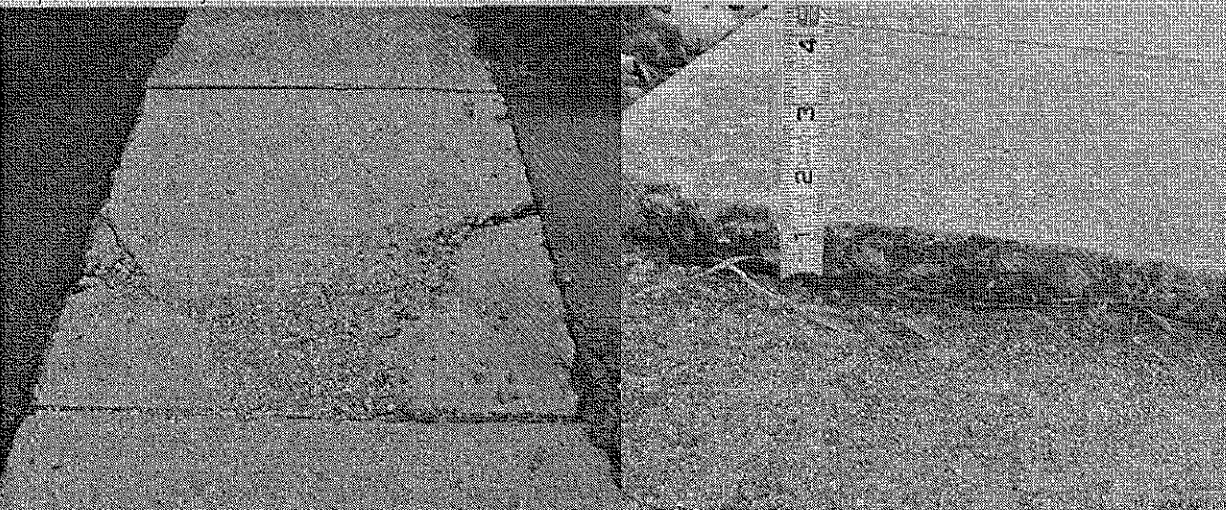
Annual Program.

None.

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

Repaired sidewalk will reduce liability costs.

### Map/Pictures of Project



Internal staff information:

Priority Score **High**

Project Manager:

**Tom Topor**

Program **341**

Department:

**Public Works**