

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MAY 15, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: Thermoplastic Pavement Marking for 2012 thru 2014	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a three year contract for the 2012-2014 Thermoplastic Pavement Marking in the amount of \$93,475 to Superior Road Striping, Inc. of Melrose Park, Illinois.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY12 Budget includes \$100,000 in the General Fund for pavement marking. The portion of the budget available for this contract is \$30,000.

RECOMMENDATION

Approval on the May 15, 2012 consent agenda

BACKGROUND

The Village has over 26 miles of thermoplastic pavement markings comprised of stop bars, centerlines, lane lines and edge lines in addition to symbols such as left and right turn arrows. Over time they wear and require replacement due to normal weathering, traffic, snow plowing and construction activities. Staff's observations indicate that the average life of thermoplastic pavement markings in the Village is approximately four years. Based upon average and recent unit prices the cost of meeting this service level for replacement is approximately \$35,000/year. Staff recommends awarding this contract at the bid amount of \$28,475.00 for 2012 and increasing the funding level to \$30,000 for 2013 and to \$35,000 in 2014. This will allow the Village to increase the replacement quantities over time until we reach the desired average replacement cycle of four years in 2014. The contract language allows the Village to alter the quantity of work to be performed and the bid prices reflect quantities for the years 2013 and 2014 that are over and above what would be budgeted and authorized.

The Village published a call for bids for this project. Bids were received from four vendors that provide this service, which will be in effect through December 31, 2014. Bids were opened on March 16, 2012. A synopsis of the bids is as follows:

BIDDER	2012 Bid Amount	2013 Bid Amount	2014 Bid Amount	
Superior Road Striping, Inc.	\$28,475.00	\$43,985.00	\$66,130.00	Low Bidder
Mark-It Corporation	\$40,100.00	\$51,725.00	\$83,500.00	
AC Pavement Striping Co.	\$32,510.00	\$48,982.50	\$72,680.00	
ML Group	\$49,150.00	\$72,452.50	\$105,757.00	

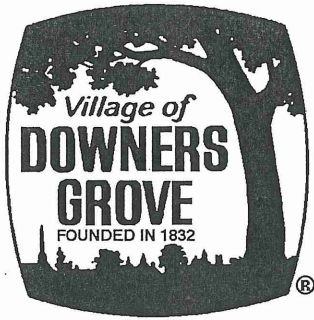
The low bidder for the project was Superior Road Striping, Inc. Superior Road Striping, Inc has provided thermoplastic pavement marking materials and service for the Village within the last several years and has performed satisfactorily in terms of delivery of quality workmanship and customer service.

ATTACHMENTS

Contractor Evaluation Form

Contract Signature Pages

Contractor Campaign Disclosure



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Superior Road Striping Inc.
- II. Instructions and Specifications:
- A. Bid No.: PMT-12
 - B. For: PAVEMENT MARKING - THERMOPLASTIC
 - C. Bid Opening Date/Time: March 16, 2012 @ 10:00 AM
 - D. Bid Opening Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE.
 - E. Pre-Bid Conference Date/Time: NONE
 - F. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE.
- III. Required of All Bidders:
- A. Bid Deposit: 10%
 - 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: YES

Legal Advertisement Published: FEBRUARY 13, 2012

This document comprises 43 pages

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

VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5460
FAX: 630/434-5495
www.downers.us

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: PMT-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 the Village of Downers Grove will receive sealed bids up to **March 16, 2012 @ 10:00 AM.**
 - 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
 - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
 - 1.4 Bids shall be sent to the Village of Downers Grove, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
 - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
 - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- ### **2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
 - 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Contract and become fully acquainted with the detailed

requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willful or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to the award of the Contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.

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

3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.

4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the Work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his bid and according to the plans and specifications in case the Contract shall be awarded to him.

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

5. BID MODIFICATION OR WITHDRAWAL

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

5.3 Any Bidder who does not submit a 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 the Village's bid mailing list.

6. BID REJECTION

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

7. BIDDER COMPETENCY

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

8. BIDDER DISQUALIFICATION

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

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

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

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

10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release

the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal if cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each 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 that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

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

23. DELIVERIES

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

24. SPECIAL HANDLING

24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

25. NONDISCRIMINATION

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

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

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

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

26. SEXUAL HARASSMENT POLICY

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

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

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

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

27. EQUAL EMPLOYMENT OPPORTUNITY

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future

contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

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

comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 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 no later than the tenth (10th) of each calendar month for the immediately proceeding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

31. PATRIOT ACT COMPLIANCE

The Bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated

National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Bidder further represents and warrants to the Village that the Bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to 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
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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

- 32.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against 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 from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

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

34. SUBLETTING OF CONTRACT

34.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of 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, Public Works Department, 5101 Walnut Ave., Downers Grove, IL 60515 ATTN: Mr. Dorin Fera, Transportation Division.

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

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

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

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

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

42. GUARANTEE PERIOD

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

43. SUCCESSORS AND ASSIGNS

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

44. WAIVER AND BREACH OF CONTRACT

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

45. CHANGE ORDERS

45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. EMPLOYMENT OF ILLINOIS WORKERS

50.1 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

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

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, 2012.
- 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 (OSHA) and Standards of the Williams-Stelger

Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

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

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

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

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

4. PROSECUTION AND PROGRESS

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

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

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

5. MEASUREMENT AND PAYMENT

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

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

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors **MUST** accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

IV. SPECIAL PROVISIONS

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

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

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

The undersigned ("Contractor") agrees to furnish the Village of Downers Grove, an Illinois municipal corporation, herein after referred to as the "Village," **Pavement Marking - Thermoplastic**, conforming to the specifications attached hereto, with such exceptions or modifications, as are herewith set forth, in accordance with the terms and conditions set forth herein.

A. Term of Contract:

The Contractor shall submit two alternative proposals. The Village shall choose either Alternate 1 or Alternate 2. For Alternate 1, the term of the contract shall be from January 1, 2012 through December 31, 2012. For Alternative 2, the term shall be from January 1, 2012 through December 31, 2014.

B. Specifications Required

BASE BID

The Bidders' attention is directed to the State of Illinois' Standard Specifications for Road and Bridge Construction, dated January 1, 2007, and any additions thereto, and specifically Section 780. Pavement Striping, and Section 783. Pavement Marking and Marker Removal.

OPTIONAL BID

The Village is interested in applying Wet Reflective Thermoplastic Pavement Markings (WRTPM), as a pilot study area, in one specified location. The Contractor is encouraged to bid on this separate item, but it is an optional bid and is not a requirement for this contract. The WRTPM Specifications shall follow those described above under the Base Bid condition, and also adhere to the unique specifications described below:

WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING (BDE)

Application Requirements - Equipment

1. *Equipment shall be capable of providing uniform heating of striping materials to temperatures exceeding 390 degrees Fahrenheit.*

2. *Equipment shall be capable of mixing and agitating the molten thermoplastic to provide a homogeneous mixture.*
3. *Equipment shall be capable of maintaining the thermoplastic striping material in a plastic state in all mixing and conveying parts, including the line dispensing device until applied.*
4. *Mobile truck mounted applicators shall be capable of traveling at a uniform speed over variable road grades to produce a uniform application of striping material, following straight lines and making normal curves in a true arc. The equipment shall be capable of air-blasting the pavement, applying the thermoplastic stripe and immediately dropping the bonded core elements and glass beads in a single pass at speeds up to 8 mph.*
5. *Hand cart applicators shall be capable of uniform application of striping material at walking speed, following straight lines and making tight turns. Further, it must be capable of neatly applying thermoplastic material for letters and symbols. Mobile equipment must be available to air blast the areas immediately prior to hand cart application of thermoplastic. The hand cart shall be capable of applying the thermoplastic stripe and mechanically, dropping the bonded core elements and glass beads immediately to the molten line in a single pass at walking speed. Application of elements and beads by hand application (throwing) to the freshly applied thermoplastic line is not recommended.*
6. *The equipment shall be capable of applying bonded core elements and glass beads to the surface of the pavement marking by double drop application. The element dispenser for the first drop shall be attached to the striping machine in such a manner that the elements are dispensed closely behind the thermoplastic application device (ribbon gun, screed, and spray gun). The bead dispenser for the second drop shall be attached to the striping machine in such a manner that the beads are dispensed immediately after the first drop (bonded core elements).*
7. *The applicator for the bonded core elements and glass beads shall be equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material.*
 - a. *The applicator for the bonded core elements and glass beads shall be capable of delivering a uniform drop rate at variable thermoplastic application speeds.*
 - b. *The bonded core elements and glass beads shall be applied uniformly over the entire surface of the thermoplastic material.*
 - c. *The bonded core elements and glass beads shall be applied with a 50 percent to 60 percent embedment depth for proper adhesion to the thermoplastic material.*
 - d. *The melt kettle must be equipped with an automatic temperature control device and thermometer to thermostatically control the temperature of the thermoplastic material and prevent the overheating of the thermoplastic material.*

Ambient Application Conditions

The thermoplastic material shall only be applied during conditions of dry weather and when the pavement surface is completely and thoroughly dry. Further, the thermoplastic material shall only be applied when ambient air temperature is 50 degrees Fahrenheit or warmer and the relative humidity is less than 85%.

Application Specifications

The reflective media shall be made up of reflective bonded core elements and glass beads and shall conform to the following requirements:

1. *Glass Beads – The glass beads retained on the #40 US Mesh sieve shall have minimum crush strength of 30 lbs according to ASTM D 1213.*
 - a. *Glass Beads (pre-mix) – The pre-mix beads shall conform to AASHTO M 247 (Type 1) and FP96 (Type 3) and do not require surface treatment.*
 - b. *Glass Beads (Surface Drop) – The Type 3 and Utah Blend glass beads used for surface drop shall conform to AASHTO M 247, FP 96 or per the manufactures specifications for Utah Blend. Large glass beads in the size range of Type 3 or larger shall be surface treated with an adhesion coating. The Glass beads in approximately the size range of Type 1 shall be dual coated.*
2. *Bonded Core Elements (pre-mix and surface drop) – The bonded core reflective elements shall contain either clear or yellow tinted microcrystalline ceramic beads bonded to the core. All “Dry-performing” microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 1.7 when tested using the liquid oil immersion method. All “wet performing” microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 2.30 when tested using the liquid oil immersion method described in Appendix A.*
3. *Reflective media application: The bonded core elements and glass beads shall be dropped at rates to achieve the following coating weights:*

Pounds per 4 inch foot - 0.022 lbs/4 in. ft. (Bonded Core Elements).
0.026 lbs/4 in. ft (Type-3 Glass Beads)
OR 0.048 lbs/4 in. ft (Utah Blend Glass Beads).

Pounds per sq. ft. - 0.066 lbs/sf (Bonded Core Elements).
0.078 lbs/4 in. ft (Type-3 Glass Beads)
OR 0.144 lbs/4 in. ft (Utah Blend Glass Beads).
4. *Adhesion: The Contractor shall ensure that the thermoplastic marking is well adhered to the HMA surface and that the glass beads and bonded core elements have achieved an embedment depth of 50% to 60%.*
5. *Wet retro reflectance values measured under a “condition of continuous wetting” (simulated rain) shall be in accordance with ASTM E2176, and to reduce variability between measurements, the test method shall be performed in a controlled laboratory environment while the marking is positioned with a 3 to 5 degree lateral slope. Measurements shall be reported as an average of a minimum of three locations. A sample of the complete finished product shall be applied to flat panels during application and brought back to the lab for testing.*

Inspection and Testing

At any time throughout the duration of the project, the Contractor shall provide free access to his application equipment for inspection by the Engineer, his authorized representative, or a materials representative.

During the application of the thermoplastic marking, the Engineer may request the following tests to verify application to the parameters required in this specification:

- a. Thickness – At various locations along the alignment of the project the Engineer may obtain a sample of the molten thermoplastic for the purpose of checking for proper film thickness. The thermoplastic shall be applied without bonded core elements or glass beads. Upon hardening, the thickness shall be verified by the Engineer to meet the requirements of this specification. The Contractor shall advise the Engineer of the application speed of the equipment during the time of the sample.*
- b. Reflective Media – When required by the Engineer, the Contractor shall demonstrate the proper calibration of reflective elements and glass beads by one of the two following methods:*
 - 1. Pressurized Delivery Systems – The delivery calibration shall be conducted with a graduated cylinder or other similar device. Reflective elements and glass beads shall be collected from the application guns for a specified time as per the manufacturer’s specifications and compared to target values.*
 - 2. Non-Pressurized Delivery Systems – The delivery calibration shall be conducted with catch pans of known volume, sufficiently wide to capture the width of the drop. The pans shall be positioned in the marking application path on the roadway. The bonded core elements and glass beads shall be collected separately with the thermoplastic applicator off and at the appropriate application speed and drop rate. The individual quantities shall then be weighed and compared to manufacturer’s specifications. The following formula shall be used to calculate the Drop Rate:
$$\text{DROP RATE} = \text{Drop capture weight} / ((\text{Drop Width})(\text{Drop Length})).$$*
- c. Sample Panel – The Contractor shall provide the Engineer at least one sample panel of the final thermoplastic application on the roadway surface, complete with surface applied elements and beads. The panel shall be aluminum and shall be placed on the roadway surface during final application. The Engineer must be present to witness the sample/s.*

BASE BID (cont'd)

Measurement of Letters and Symbols

Based on Table 1 in Section 780 Pavement Striping, the square footages of letters and symbols shall be designated the following sizes:

- A standard “ONLY” marking shall be measured as 20.8 square feet.
- A standard “Through” Arrow shall be measured as 11.5 square feet.

- A standard “Left or Right Curve” Arrow shall be measured as 15.6 square feet.
- A standard “Combination Left(Right) and Through” Arrow shall be measured as 26.0 square feet.

Pavement marking locations shall be determined by the Engineer prior to work starting. The Contractor shall be aware that the work shall be performed at many locations throughout the Village. **The Engineer will provide a map to the Contractor, showing the striping locations prior to work starting.** The Engineer will work closely with the Contractor to efficiently schedule the work and maximize time spent in the Village.

- a. Pavement marking removal locations shall be determined by the Engineer in the field on an as needed basis.
- b. It is expected that several proposed pavement marking locations will differ from the existing markings. In each case, the Contractor shall be required to line up the new proposed pavement markings with chalk lines, as shown on the drawings and/or as directed by the Engineer. This work shall be considered incidental to the Contract and will not be paid for separately.
- c. Communication during this Project with the Village’s Engineer is imperative. **The Contractor is required to furnish to the Village the Name and Cell Phone number of the Field Supervisor assigned to this Project.** The Engineer shall initiate contact with the Field Supervisor prior to work commencing. The Contractor’s Field Supervisor shall be the sole contact responsible to coordinate daily work activities with the Engineer.

C. Barricades and Warning Signs for Traffic Control

The traffic control standards for this Contract shall be the applicable portions of the following Illinois Department of Transportation Standards (latest versions) 701501, 701701, 701801, and 702001, and 780001. The Contractor should be familiar with their application.

The Village is very concerned with the work zone safety portions of this Contract, for both the workers and the motoring public. To that end, the appropriate warning signs, barricades, including high-visibility colors of workers’ vests, and any other traffic control equipment shall be in good condition prior to their application in the field. The Contractor shall be responsible to insure that appropriate traffic control items shall be available at the job site, prior to the beginning of each workday to minimize work delays.

Basis of Payment: Traffic control work and materials shall be considered **INCIDENTAL** to the project and shall not be paid for separately.

D. SCHEDULE OF PRICES (2012):

The following are estimated quantities, and the Contractor agrees to complete the Pavement Marking work as specified herein. Again, the Contractor is reminded that payment will be based on the actual quantities of work performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to omit any item entirely, or to increase or decrease any or all items.

PRIMARY BID

Item	Estimated Quantity	Unit Cost	Total Cost
Thermoplastic Pavement Marking Line, 4" Yellow	15,000 L.F.	\$.60	\$ 9000.00
Thermoplastic Pavement Marking Line, 4" White	10,000 L.F.	\$.60	\$ 6000.00
Thermoplastic Pavement Marking Line, 6" White	2,000 L.F.	\$.75	\$ 1500.00
Thermoplastic Pavement Marking Line, 12" White	500 L.F.	\$ 1.60	\$ 800.00
Thermoplastic Pavement Marking Line, 12" Yellow	500 L.F.	\$ 1.60	\$ 800.00
Thermoplastic Pavement Marking Line, 24" White	2,000 L.F.	\$ 4.00	\$ 8000.00
Thermoplastic Pavement Marking, Letters and Sym.	500 S.F.	\$ 4.00	\$ 2000.00
Pavement Marking Removal	300 S.F.	\$ 1.25	\$ 375.00
Mobilization	L. Sum	0.00	\$ 0.00
TOTAL BASE BID			\$ 28,475.00

(OPTIONAL) BID *Wet Reflective Thermoplastic Pavement Markings (WRTPM)*

Thermoplastic Pavement Marking Line, 4" Yellow, Special	300 L.F.	\$	\$
Thermoplastic Pavement Marking Line, 6" White, Special	250 L.F.	\$	\$
Thermoplastic Pavement Marking Line, 24" White, Special	50 L.F.	\$	\$
Thermoplastic Pavement Marking Line, Letters & Symbols, Special	50 SQ. FT.	\$	\$
Mobilization	L. Sum		\$
TOTAL OPTIONAL BID			\$ NO BID

GRAND TOTAL BID \$ _____

Contract Bid Prices shall be in effect through December 31, 2012.

D. SCHEDULE OF PRICES (2013):

The following are estimated quantities, and the Contractor agrees to complete the Pavement Marking work as specified herein. Again, the Contractor is reminded that payment will be based on the actual quantities of work performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to omit any item entirely, or to increase or decrease any or all items.

PRIMARY BID

Item	Estimated Quantity	Unit Cost	Total Cost
Thermoplastic Pavement Marking Line, 4" Yellow	20,000 L.F.	\$.65	\$ 13000.00
Thermoplastic Pavement Marking Line, 4" White	15,000 L.F.	\$.65	\$ 9750.00
Thermoplastic Pavement Marking Line, 6" White	3,000 L.F.	\$.80	\$ 2400.00
Thermoplastic Pavement Marking Line, 12" White	700 L.F.	\$ 1.65	\$ 1155.00
Thermoplastic Pavement Marking Line, 12" Yellow	700 L.F.	\$ 1.65	\$ 1155.00
Thermoplastic Pavement Marking Line, 24" White	3,000 L.F.	\$ 4.25	\$ 12750.00
Thermoplastic Pavement Marking, Letters and Sym.	750 S.F.	\$ 4.20	\$ 3150.00
Pavement Marking Removal	500 S.F.	\$ 1.25	\$ 625.00
Mobilization	L. Sum	0.00	\$ 0.00
TOTAL BASE BID			\$ 43,985.00

(OPTIONAL) BID *Wet Reflective Thermoplastic Pavement Markings (WRTPM)*

Thermoplastic Pavement Marking Line, 4" Yellow, Special	500 L.F.	\$	\$
Thermoplastic Pavement Marking Line, 6" White, Special	250 L.F.	\$	\$
Thermoplastic Pavement Marking Line, 24" White, Special	100 L.F.	\$	\$
Thermoplastic Pavement Marking Line, Letters & Symbols, Special	50 SQ. FT.	\$	\$
Mobilization	L. Sum		\$
TOTAL OPTIONAL BID			\$ NO BID

GRAND TOTAL BID \$ _____

Contract Bid Prices shall be in effect through December 31, 2013.

D. SCHEDULE OF PRICES (2014):

The following are estimated quantities, and the Contractor agrees to complete the Pavement Marking work as specified herein. Again, the Contractor is reminded that payment will be based on the actual quantities of work performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to omit any item entirely, or to increase or decrease any or all items.

PRIMARY BID

Item	Estimated Quantity	Unit Cost	Total Cost
Thermoplastic Pavement Marking Line, 4" Yellow	25,000 L.F.	\$.70	\$ 17500.00
Thermoplastic Pavement Marking Line, 4" White	20,000 L.F.	\$.70	\$ 14000.00
Thermoplastic Pavement Marking Line, 6" White	5,000 L.F.	\$.85	\$ 4250.00
Thermoplastic Pavement Marking Line, 12" White	700 L.F.	\$ 1.70	\$ 1190.00
Thermoplastic Pavement Marking Line, 12" Yellow	700 L.F.	\$ 1.70	\$ 1190.00
Thermoplastic Pavement Marking Line, 24" White	5,000 L.F.	\$ 4.50	\$ 22500.00
Thermoplastic Pavement Marking, Letters and Sym.	1000 S.F.	\$ 4.25	\$ 4250.00
Pavement Marking Removal	1000 S.F.	\$ 1.25	\$ 1250.00
Mobilization	L. Sum	0.00	\$ 0.00
TOTAL BASE BID			\$ 66,130.00

(OPTIONAL) BID *Wet Reflective Thermoplastic Pavement Markings (WRTPM)*

Thermoplastic Pavement Marking Line, 4" Yellow, Special	1,000 L.F.	\$	\$
Thermoplastic Pavement Marking Line, 6" White, Special	500 L.F.	\$	\$
Thermoplastic Pavement Marking Line, 24" White, Special	300 L.F.	\$	\$
Thermoplastic Pavement Marking Line, Letters & Symbols, Special	200 SQ. FT.	\$	\$
Mobilization	L. Sum		\$
TOTAL OPTIONAL BID			\$ NO BID

GRAND TOTAL BID \$ _____

Contract Bid Prices shall be in effect through December 31, 2014.

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:

Superior Roads Striping
Company Name

3-8-12
Date

1967 CORNELL COURT
Street Address of Company

thermoprods@sbcglobal.net
E-mail Address

MEINSE PARK IL 60160
City, State, Zip

JOE YARD
Contact Name (Print)

708 865-0718
Business Phone

630-878-7062
24-Hour Telephone

708 865-0296
Business Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Joseph YARD, V.P.
Print Name & Title

[Signature]
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 90 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

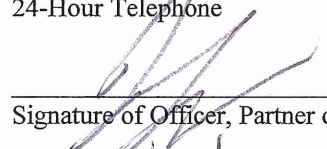
In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time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

Superior Roads Striping INC	3-8-12
Company Name	Date
1967 CORNELL COURT	Thermoproas@sbcglobal.net
Street Address of Company	E-mail Address
Melrose PARK IL 60160	JOE YARD
City, State, Zip	Contact Name (Print)
708-865-0718	630-878-7062
Business Phone	24-Hour Telephone
708-865-0296	
Business Fax	Signature of Officer, Partner or Sole Proprietor
	JOSEPH YARD, V.P.
	Print Name & Title

ATTEST: if a Corporation


Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 90 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.

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to

PAVEMENT MARKING
(Name of Project)

bidder

SUPERIOR ROAD STRIPING INC.
(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 that 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

36 - 3494087

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me

this 8 day of March, 2012

Sandra DeHoyos
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 Superior Road Striping Inc., and the full names of its Officers are as follows:

President: JOAN YARD

Secretary: JOAN YARD

Treasurer: JOSEPH YARD

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

BIDDER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

INSURER'S NAME: COUNTY COMPANIES

AGENT: JOHN PADDACK

Street Address: 200 W. HIGGINS

City, State, Zip Code: SHAWNBURG IL 60195

Telephone Number: 847-882-3500

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: SUPERIOR ROADS STRIPING INC.

Print Name and Title of Authorizing Signature: JOSEPH YARID, V.P.

Signature: _____

Date: 3-8-12

MUNICIPAL REFERENCE LIST

Municipality: CRYSTAL LAKE
Address: 100 W. MUNICIPAL COMPLEX
Contact Name: CHARL Phone #: 815-356-3615
Name of Project: THERMOPLASTIC PAVEMENT MARKING
Contract Value: 30,500.00 Date of Completion: 6-2011

Municipality: Burnee
Address: 325 N. O'PLANE
Contact Name: DAVE Phone #: 847-599-7550
Name of Project: THERMOPLASTIC PAVEMENT MARKING
Contract Value: 38,366.00 Date of Completion: 8-2011

Municipality: Skokie
Address: 5127 OAKTON ST
Contact Name: Bill Phone #: 847-933-8032
Name of Project: THERMOPLASTIC PAVEMENT MARKING
Contract Value: 52,000.00 Date of Completion: 7-2011

Municipality: Blennview
Address: 1370 Shermer
Contact Name: JOE Phone #: 815-790-5710
Name of Project: THERMOPLASTIC PAVEMENT MARKING
Contract Value: 34,000.00 Date of Completion: 9-2011

Municipality: LAKE COUNTY D.O.T.
Address: 600 W. WINCHESTER
Contact Name: JOHN Phone #: 847-514-9752
Name of Project: THERMOPLASTIC PAVEMENT MARKING
Contract Value: 467,000.00 Date of Completion: 10-2011

SUBCONTRACTORS LIST

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

1) 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: Superior Road Striping Inc
ADDRESS: 1967 CORNELL COURT
CITY: MENROSE PARK
STATE: IL
ZIP: 60160
PHONE: 708-865-0718 FAX: 708-865-0296
TAX ID #(TIN): B 1944-7681

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: _____

DATE: 3-8-12

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: Superior Roads Striping Inc.

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

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 786

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: Joseph YARD

Signature: _____

Date: 3-8-12

BUY AMERICA CERTIFICATION

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

Instructions: **N/A**

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response. Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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: Superior Road Striping Inc.
Address: 1967 CORNELL COURT
City: MELROSE PARK Zip Code: 60160
Telephone: (708) 865 0718 Fax Number: (708) 865 0296
E-mail Address: thermo pros@secglobal.net
Authorized Company Signature: [Signature]
Print Signature Name: Joseph Yano Title of Official: V.P.
Date: 3-8-12

CAMPAIGN DISCLOSURE CERTIFICATE

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

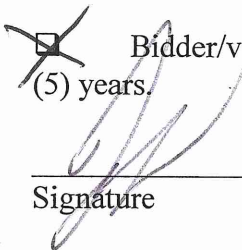
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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


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

Under penalty of perjury, I declare:

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



Signature



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



800 West Madison Street
Chicago, IL 60607
1.888 i bank mb

CASHIERS CHECK

2-173
710

1250816

Remitter V. DOWNERS GROVE

3/12/2012

Pay to the Order of ***SUPERIOR ROAD STRIPING INC***

\$2,847.50

Two Thousand Eight Hundred Forty Seven Dollars and Fifty Cents
Two Signatures Required for Amounts Over \$2,500.00

M. Baldygo

Sandy Coley

AUTHORIZED SIGNATURE

⑈ 1250816 ⑆ ⑆ 071001737 ⑆ ⑆ 810160 ⑆

#516



Arthur J. Gallagher Risk Management Services, Inc. _____

February 14, 2012

TO WHOM IT MAY CONCERN:

Re: Superior Road Striping, Inc., 1967 Cornell Court, Melrose Park, IL
Village Downers Grove, Thermoplastic Pavement Markers

It is with great pleasure that I provide this pre-qualification letter to you for Superior Road Striping, Inc.

The Guarantee Company of North America, an AM rated A VII Surety Company provides bonding to Superior Road Striping, Inc.

If Superior Road is awarded the project referenced above, The Guarantee Company of North America will provide the necessary performance and payment bonds and feel very confident in the abilities of Superior Road Striping, Inc.

Please understand that any commitment for performance and payment bonds is a matter between Superior Road Striping, Inc. and The Guarantee Company of North America and are subject to a mutually acceptable contract, confirmation of project financing, our satisfactory review of our Principal's financial condition, at the time a specific request is made.

Sincerely,

Jon A. Schroeder
Attorney in Fact
The Guarantee Company of North America

JAS:jbw



**Illinois Department
of Transportation**

Certificate of Eligibility

Superior Road Striping, Incorporated
1967 Cornell Court MELROSE PARK, IL 60160

Contractor No 5850

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$23,881,000.00

030	INST. RAISED PAVT. MARKERS	\$4,050,000	
27A	PAVT. MARKING (PAINT)	\$175,000	
27B	PAVT MARKING (THERMO)	\$5,700,000	H

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/5/2012 TO 4/30/2013 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/5/2012.

H Hand Application only - Approved by Engineer of Operations

Acting Engineer of Construction

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:

Superior Roads Striping
Company Name

3-8-12
Date

1967 CORNELL COURT
Street Address of Company

thermopros@seglobal.net
E-mail Address

MEINSE PARK IL 60160
City, State, Zip

JOE YARD
Contact Name (Print)

708-865-0718
Business Phone

630-878-7062
24-Hour Telephone

708-865-0296
Business Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Joseph YARD, V.P.
Print Name & Title

[Signature]
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 90 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:

Superior Roads Striping Inc. 3-8-12
Company Name Date

1967 Cornell Court
Street Address of Company

Thermopros@sbcglobal.net
E-mail Address

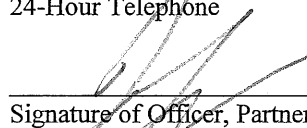
Melrose Park IL 60160
City, State, Zip

JOE YARD
Contact Name (Print)

708-865-0718
Business Phone

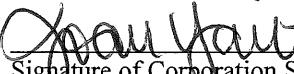
630-878-7062
24-Hour Telephone

708-865-0296
Business Fax


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

JOSEPH YARD, V.P.
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 90 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.

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to

Pavement Marking
(Name of Project)

bidder

Supercolor Woods Striping Inc.
(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 that 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

36 - 3494087

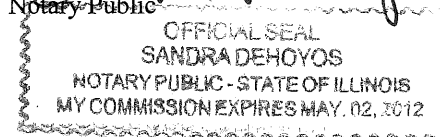
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me

this 8 day of March, 2012

Sandra DeHoyos
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 Supends Road Striping Inc., and the full names of its Officers are as follows:

President: JOAN YARD

Secretary: JOAN YARD

Treasurer: JOSEPH YARD

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

BIDDER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

INSURER'S NAME: COUNTY COMPANIES

AGENT: JOHN PARNOCK

Street Address: 200 W. HIGGINS

City, State, Zip Code: SHAUMBURG IL 60195

Telephone Number: 847-882-3500

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: SUPERIOR ROADS STRIPING INC.

Print Name and Title of Authorizing Signature: JOSEPH YARID, V.P.

Signature: _____

Date: 3-8-12

MUNICIPAL REFERENCE LIST

Municipality: CRYSTAL LAKE
 Address: 100 W MUNICIPAL COMPLEX
 Contact Name: CHAE Phone #: 815-356-3615
 Name of Project: THERMOPLASTIC PAVEMENT MARKING
 Contract Value: 30,500.00 Date of Completion: 6-2011

Municipality: Burnee
 Address: 325 N. O'PLANE
 Contact Name: DAVE Phone #: 847-599-7550
 Name of Project: THERMOPLASTIC PAVEMENT MARKING
 Contract Value: 38,366.00 Date of Completion: 8-2011

Municipality: Skokie
 Address: 5127 OAKDALE ST
 Contact Name: BILL Phone #: 847-933-8232
 Name of Project: THERMOPLASTIC PAVEMENT MARKING
 Contract Value: 52,000.00 Date of Completion: 7-2011

Municipality: Blennview
 Address: 1370 Shermer
 Contact Name: JOE Phone #: 815-790-5710
 Name of Project: THERMOPLASTIC PAVEMENT MARKING
 Contract Value: 34,000.00 Date of Completion: 9-2011

Municipality: LAKE COUNTY D.O.T.
 Address: 600 W. WINCHESTER
 Contact Name: JOHN Phone #: 847-514-9752
 Name of Project: THERMOPLASTIC PAVEMENT MARKING
 Contract Value: 467,000.00 Date of Completion: 10-2011

SUBCONTRACTORS LIST

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

1) 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: Superior Road Striping Inc
ADDRESS: 1967 Cornell Court
CITY: Melrose Park
STATE: IL
ZIP: 60160
PHONE: 708-865-0718 FAX: 708-865-0296
TAX ID #(TIN): B 1944-7681

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature] DATE: 3-8-12

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: Superior Road Striping Inc.

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

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 786

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: Joseph YARD

Signature: _____

Date: 3-8-12

BUY AMERICA CERTIFICATION

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

Instructions: **N/A**

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

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

Certificate of Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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: Superior Road Striping Inc

Address: 1967 CORNELL COURT

City: MELROSE PARK Zip Code: 60160

Telephone: (708) 865 0718 Fax Number: (708) 865 0296

E-mail Address: thermo@secGLOBAL.NET

Authorized Company Signature: [Signature]

Print Signature Name: Joseph Yano Title of Official: V.P.

Date: 3-8-12

CAMPAIGN DISCLOSURE CERTIFICATE

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

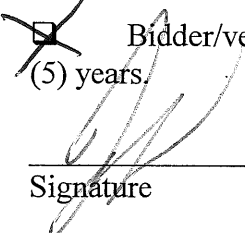
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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



Signature

Joseph Yario

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:

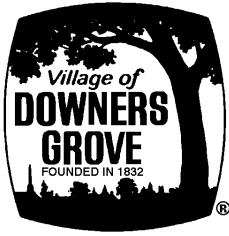
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Village of Downers Grove Contractor Evaluation

Contractor: Superior Road Striping, Inc.

Project: 2010 Thermo Striping Contract

Primary Contact: Joan Yario Phone: 708-865-0718

Time Period: January-December 2010

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: _____

_____ Vendor's has held this contract in previous years.

Change Orders (attach information if needed):

Difficulties / Positives: _____

_____ Staff has experienced positive results from this Vendor. Vendor has consistently provided good quality service, and completed on time. No issues or complaints have been received by staff. _____

Interaction with public:

excellent good average poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Should the Village contract with this vendor in the future? Yes No

Reviewers: Dorin Fera,

Transportation Division Mgr.

Date: February 3, 2011