

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 15, 2014 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: Pavement Patching	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to authorize the award of a contract to Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois for 2014 pavement patching services in the amount of \$184,900.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The adopted FY14 budget includes \$190,000 in the Water Fund for street and parkway repairs required due to water utility excavations and \$55,000 in the Capital Projects Fund for pavement patching.

RECOMMENDATION

Approval on the April 15, 2014 consent agenda.

BACKGROUND

The contract for pavement patching was competitively bid for 2014, with two bids received as summarized below. The contract amount is based on patching approximately 750 square yards of pavement as well as smaller amounts of sidewalk and curb and gutter restoration generated as a result of water utility repairs. This contract is also a component of the 2014 Roadway Maintenance Program (CIP Project ST-004). The proposed 2,500 square yards of other improvements will include milling and overlay of disintegrating sections of asphalt pavement identified by staff for repair. This project will provide various sizes of patches on asphalt streets.

Vendor	Bid Price
Chicagoland Paving Contractors, Lake Zurich, Illinois	\$184,900
A Lamp Concrete Contractors, Inc., Schaumburg, Illinois	\$269,400

The lowest responsive and responsible bidder is Chicagoland Paving Contractors, Inc. They previously performed this contract in 2013 and were responsive and met the project specifications. Positive references for similar work were also provided by the Villages of Wilmette, Oak Park, Northfield and Palatine. Staff is confident that their work will meet the specifications required by the Village.

ATTACHMENTS

Contract Documents
Contractor Evaluation Form (2013)



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: ChicagoLand Paving
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-22-2014/TT
 - B. For: Street Restorations and PAVEMENT PATCHING CLASS D
 - C. Bid Opening Date/Time: MARCH 31, 2014, 11:00 A.M.
 - D. Pre-Bid Conference Date/Time: NONE
 - E. Pre-Bid Conference Location: NONE
- III. Required of All Bidders:
- A. Bid Deposit: NONE
 - B. Letter of Capability of Acquiring Performance Bond: NO
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
 - B. Certificate of Insurance: YES

Legal Advertisement Published: MARCH 17, 2014

Date Issued: March 17, 2014

This document comprises 44 pages

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

THERESA H. TARKA
DOWNERS GROVE PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

14-115
BID DATE 3.31.14
BID TIME 11:00
WITH PRINTS YES (NO)
COMPLETE DATE/DAYS:
NO BOND

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I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: **MARCH 31, 2014, 11:00 A.M.**
 - 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder’s completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
 - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
 - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, 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.

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the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.

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

5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids 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 Bids 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

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Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

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

13. SECURITY FOR PERFORMANCE

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

14. TAX EXEMPTION

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. 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 Bids, 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.

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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, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

26. SEXUAL HARASSMENT POLICY

- 26.1 The Contractor, 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 Contractor'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 disability unrelated to ability, military status, order of protection status, 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

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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 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 subparagraph 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 (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage

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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 (pursuant to section.9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

32.2 Comprehensive 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 Commercial 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.

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33. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.
- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

- 34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

35. TERMINATION OF CONTRACT

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

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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 subcontractors.

44. WAIVER OF 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.

III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The following standards shall govern the construction of the proposed improvements:
- 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2012; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

- 4.1.3 The Contractor shall also make special note of the following work schedule requirements: Certain streets slated for pavement patching operations contain higher amounts of daily traffic. Work on these streets shall be limited to between the hours of 8:30 AM and 3:30 PM at the Streets Division Manager's discretion. From the time that a work order is issued, the contractor shall have thirty (30) calendar days to complete all work as listed.
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2 or 4.1.3, or as otherwise specified in this contract, or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 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. The Village reserves the right to require adjustments to scheduling of work.

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.

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traffic open at all times. An adequate number of certified flaggers shall be used to direct traffic around and through the work zone areas for safe travel of all pedestrians and vehicles.

The Contractor shall maintain traffic flow on all streets that construction takes place during the day in accordance with the applicable special provision.

The Contract Administrator will mark with white marking paint and identify all areas to be restored.

The typical work area will consist of an irregularly shaped area with either cold patch or an exposed gravel surface. Underground utility repair sites normally consist of compacted granular trench backfill. **The contractor shall remove the backfill as needed.** When directed by the Contract Administrator, any defective or unacceptable material installed by the contractor shall be removed and replaced in accordance with these specifications at no additional charge.

Upon completion of each street segment, all dirt, sand and gravel residues from asphalt work and any other debris generated as a result of the construction work shall be cleaned from streets, drive aprons, adjacent sidewalks, alleys and parkways.

Expectations for Repair: All debris and spoil from the restoration operation shall be cleaned up before the work crew leaves the site. No debris or spoil shall be stockpiled for any reason. Debris and spoil are to be loaded onto a truck immediately. All lawn areas shall be raked clean, all streets and sidewalks shall be swept, and all debris and spoil shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the time when the damage occurred. Any and all necessary removal and hauling of unused material and all clean-up of the area shall be incidental to the contract.

Where turf areas are encountered next to repair (i.e. curb, sidewalk) the parkway shall be rough graded as to prevent an abrupt change in grade. Spoil that is free of aggregate shall be considered an acceptable turf grading material. Rough grading shall include the leveling of any tire ruts created during repair. Any and all necessary rough grading shall be incidental to the contract.

The Village anticipates issuing two (2) work orders. The first work order will be issued immediately and will comprise of the Class D pavement patching and 60% of the project cost for street restorations. The second work order will be issued in September and will comprise approximately 40% of the project cost for additional street restorations.

Timely Completion of Work: From the time that a work order is issued, the contractor shall have thirty (30) calendar days to complete all work as listed. Liquidated damages for failure to complete the work order work on time shall be assessed at \$500 per work day. Liquidated damages will accrue and be assessed until final completion of the work order and shall be deducted from any monies owed to the contractor.

Areas will be inspected at each specified location, after work is completed and the contractor has certified that his completed work complies with the contract specifications. The Contract Administrator reserves the right to reject any material or completed work which does not comply with these specifications. Payment for any and all work will not be made until the site has been completed, inspected, and accepted.

All work orders given to the contractor will show the size of the area to be restored and the type of work

Village of Downers Grove

Basis of Payment: This work will be paid for at the unit price per **SQUARE YARD** for **PAVEMENT PATCHING**, which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on plans. All pavement patching shall be paid for at the same unit price regardless of existing pavement thickness to be matched.

SP-2 CLASS D PATCH, 1½", SPECIAL

Description: This work shall be performed in accordance with Section 442 of the SSRBC with the following alterations.

At all street locations the pavement milling and patching operations shall be completed within one day of the other being completed. *A construction progress schedule shall be submitted by the Contractor to the Contract Administrator at the pre-construction meeting showing all work items to be constructed as part of the project.*

The Contractor shall not use equipment of excessive size or weight that causes damage to existing pavement or appurtenances. Any damage done to the existing pavement or appurtenances that are to remain in place shall be repaired or removed and replaced by the Contractor at his/her own expense, as directed by the Engineer.

Asphalt pavement patching shall include the removal of existing pavement to a depth not less than one and one half inches (1½") and applying bituminous prime to full edge of existing pavement. *The minimum width of a patch shall be measured at four feet (4') up to a full street width* hence each location can be grinded by a milling machine. The bottom of each prepared patch shall be free of all loose material. Bituminous prime shall be applied to the full patch area. Edges of the patch shall be smooth and free of loose material to a depth of not less than one and one half inches (1½").

The supply and application of bituminous prime shall be INCIDENTAL.

Paragraph 2 of Article 442.10 is deleted and is replaced by:

In the event, upon milling of the existing pavement, any areas of the pavement which are below the required 1½" removal depth shall be built up to finished grade with compacted HMA Surface Course, Mix C, N50. The supply of additional HMA Surface Course, Mix C, N50 shall be INCIDENTAL and no other compensation will be allowed.

Hot-mix asphalt material shall conform to the requirements for Hot-Mix Asphalt Surface Course, Mix C, N50.

Patch sizes meeting the specifications in accordance with Article 442.01 of the SSRBC shall be placed using a self-propelled paving machine in accordance with Article 1102.03 of the SSRBC.

Paragraph 5 of Article 442.11 of the SSRBC is deleted and is replaced by: No additional compensation will be made for repairing subbase damage or for material adhering to removed pavement.

Add the following to Article 442.08 of the SSRBC.
All Class D patches shall be 1½ inches thick.

Village of Downers Grove

- h) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type 2 membrane curing with red dye is preferred); and

Basis for Payment: This work shall be paid for at the contract unit price per **SQUARE FOOT** for **PORTLAND CEMENT CONCRETE SIDEWALK**, which price shall be payment in full for the work as specified herein.

SP-4 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, B6.12 OR B6.18

Description: This work shall consist of the removal and replacement of existing P.C.C. Curb and Gutter, or the placement of P.C.C. Curb and Gutter where none exist. All P.C.C. Curb and Gutter shall be removed and placed by methods and materials as specified in Articles 606 and 1020 of the SSRBC, except as amended herein.

Removal of Curb and Gutter shall include all necessary excavation; the disposal of excess materials; the saw cutting and removal of any overlayment of pavement, monolithic underlying base, or brick pavement. All adjoining pavement driveways, and/or sidewalk surface and base shall be repaired by methods and with materials approved by the Contract Administrator and shall be considered incidental to Combination Curb and Gutter removal and replacement, unless otherwise noted.

This work may also include the removal and replacement of existing sections of depressed curb and gutter for handicap ramps as indicated for new sidewalk construction, and where existing sidewalk is removed and replaced at crosswalks.

Placement of P.C.C. Combination Curb and Gutter shall include the following:

- a) The use of Class SI Portland cement concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3 inch slump;
- b) The saw cutting of 2 inch deep joints at not more than 15-foot intervals, within 24 hours after being placed;
- c) The placement of 2 dowel bars into the gutter portion of existing concrete curb, and at expansion joints, in accordance with the detail shown on the plans;
- d) The placement of 3/4 inch premoulded expansion joint filler perpendicular to the centerline of the roadway for the full depth of the curb and gutter, where abutting existing concrete curb and gutter, at 10 feet either side of a utility structure, at construction joints at the ends of pours, at not more than 90 foot intervals;
- e) The proper curing of all concrete work utilizing the methods and materials outlined in Articles 424 and 1022.01 of the SSRBC (Type 2 membrane curing with red dye is preferred);
- f) The backfilling of all curb work with materials approved by the Contract Administrator;
- g) All Curb and Gutter shall be monolithic and of the B6.12 or the B6.18 type.

Village of Downers Grove

The contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations for new sidewalk construction, or for sidewalk removal and replacement, shall be protected by Type I barricades equipped with bi-directional flashing lights in the following manner:

- a) Excavations for sidewalk placement less than 10 feet in length and 6 inches in depth shall have one Type I flashing barricade centered in the excavation.
- b) Excavations for sidewalk placement greater than 10 feet in length and 6 inches in depth shall have one Type I flashing barricade at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length.

Additionally, similar barricades shall be affixed with a 10 inch x 15 inch informative "SIDEWALK CLOSED AHEAD" sign, which shall be placed at either end of the block, nearest the adjoining crosswalk location, for all areas of sidewalk excavation.

A minimum of four barricades shall be required per location. The Contractor shall plan his work so that all barricades used for traffic control and not protecting open excavations will be removed from pavement areas during non-working hours.

All contractors or subcontractors that need to cause a street disturbance will be required to temporarily install traffic control devices, as appropriate for that work. Failure to do so will result in the project being halted. The procedures are located at: <http://www.downers.us/publicworks/traffic>

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for **TRAFFIC CONTROL AND PROTECTION**, which price shall be payment in full for the work as specified herein.

Village of Downers Grove

SCHEDULE OF PRICES:

PAVEMENT PATCHING

Contract Period: Award Date through December 31, 2014

Item #	Item	Unit	Estimated Quantity	Unit Cost	Total
SP - 1	Pavement Patching Class C	Square Yards	750	\$ 99.00	\$ 74,250.00
SP - 2	Class D Patch 1 1/2" Special	Square Yards	2500	\$ 19.00	\$ 47,500.00
SP - 3	Portland Cement Concrete Sidewalk	Square Feet	800	\$ 12.90	\$ 10,320.00
SP - 4	Combination Concrete Curb & Gutter Removal & Replacement B6.12 or B6.18	Linear Foot	300	\$ 35.00	\$ 10,500.00
SP - 5	PCC Driveway Removal & Replacement	Square Yards	200	\$ 79.00	\$ 15,800.00
SP - 6	Bituminous Driveway Pavement 3"	Square Yards	350	\$ 50.00	\$ 17,500.00
SP - 7	Traffic Control and Protection	Lump Sum	N.A.	\$ 9030.00	\$ 9030.00
			Total		\$ 184,900.00

BIDDER'S CERTIFICATION (page 2 of 3)

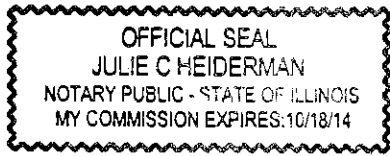
BY: W. A. Bowes
Bidder's Authorized Agent

36-3494492

FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____

Social Security Number



Subscribed and sworn to before me

this 31 day of Mar, 2011

Julie C. Heiderman
Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Kevin Meertz

Secretary: William R. Bowes

Treasurer: Kevin Meertz

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:

Village of Downers Grove

MUNICIPAL REFERENCE LIST

Please see attached

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

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

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

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

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

Village of Downers Grove



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: chicagoland Paving Contractors, INC.
ADDRESS: 205 Telfer Rd.
CITY: Lake Zurich
STATE: IL
ZIP: 60047
PHONE: 847 550 9681 FAX: 847 550 9684
TAX ID #(TIN): 36-3494492

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: W A Bonner DATE: 3/2/14

BUY AMERICA CERTIFICATION

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

Instructions:

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

Certificate of Compliance

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

Signature WA [Signature]

Company Name Chicago Land Parking

Title VP.

Date 3/31/14

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. 661.7, 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.

Chicagoland Paving Contractors, Inc.

225 Telsler Road Lake Zurich, IL 60047

Phone: 847-550-9681 Fax: 847-550-9684

chicagoland1@sboglobal.net

APPRENTICESHIP TRAINING CERTIFICATION:

**International Brotherhood of Teamsters – Truck Drivers
Registration No. IL01050004**

**Operating Engineers Local #150 – Operating Engineers
Registration No. IL008780173**

**Heavy Equipment Technician Operating Engineers Local #150 – Heavy
Repairs
Registration No. IL01202003**

**Chicagoland Labors' J.A.T.C. – Construction Craft Laborer
Registration No. IL017990001**

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150S, 150A, 150C, 150RA, 150G, 150B, 150M

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



TELEPHONE 800-541-1111 FAX 800-541-1111
1000 WILLET ROAD
COUNTRY CLUB L 60032-1333

April 12, 2011

Chicagoland Paving Contractors Inc.
225 Teslar Road
Lake Zurich, IL 60047

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Chicagoland Paving Contractors Inc., with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Chicagoland Paving Contractors Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Cyndy Hunter

Enclosures: Certificates

The American States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

November 5, 2002

11 008750173



Lois Chas
Secretary of Labor

Anthony S. ...
Administrator, Apprenticeship Training, Employer and Labor Services

Chicagoland
LABORERS'
Training & Apprentices Fund

Tel 630.653.0006
Fax 630.653.2762

Chicagoland Laborers' District Council Training and Apprentices Fund

12 April 2011

Chicagoland Paving Contractors, Inc.
225 Telser Road
Lake Zurich, Illinois 60047

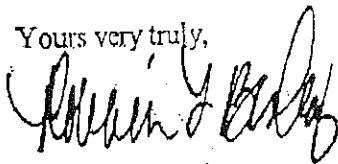
Dear Mr. Kelly:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Chicagoland Paving Contractors, Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,



Robbin L. Blakely
Office Manager

RLB
ENC

Management Trustees
Gerard Kerney
Donald Henderson
R. Lynn Treat
David Lorig
Thomas Nordent
Robert G. Krug



Peter Ruff
Administrator

Labor Trustees
James P. Connolly
Liberato Naimoli
Martin Flanagan
Toby Roth
Charles LoVerde III
Anthony DeLuca

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' J.A.T.C.

Canal Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

April 12, 1999

Date REVISED August 3, 2004

IL017920001

Revised when 276



R. J. Chao
Secretary of Labor

Anthony Suvage
Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

CEMENT MASONS' AREA JOINT APPRENTICESHIP & CEMENT MASONS UNION LOC. NO. 502
BELLEWOOD, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

REGISTERED: OCTOBER 17, 1945
REVISID: DECEMBER 29, 1988

Registration No. 008-0810

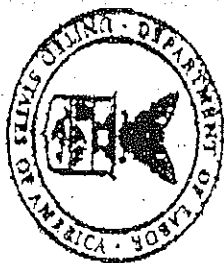
Ann McLaughlin

Secretary of Labor

James D. Van Fleet

Director, Bureau of Apprenticeship and Training

UNITED STATES DEPARTMENT OF LABOR



Bureau of Apprenticeship and Training
Certificate of Registration

Edna County J.A.T.C. Local 150, J.B.E.W., Libertyville, Illinois
For the Trades of Electrician and Telecommunication Installer
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

December 1, 1999

1017-0510 Registration

Charles M. Allen

Secretary of Labor

Anthony Surroaga
Director, Bureau of Apprenticeship and Training



Affiliated with Joint Councils 25 & 65

290 NE FRONTA BE ROAD SUITE #
JOLIET, ILLINOIS 60431-6784
PHONE (815) 773-0700 FAX (815) 773-1100

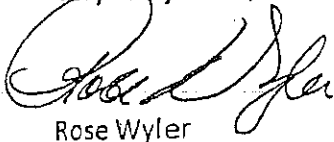
April 5, 2011

To Whom It May Concern:

This letter will certify that Chicagoland Paving is currently participating and is current with its contributions, as of February 2011 to the Illinois Teamsters/Employers Apprenticeship and Training Fund Affiliated with Joint Council 25 & 65.

Any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,


Rose Wyler

cc: file

HAVE IT DELIVERED UNION!

DEPARTMENT OF LABOR
UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration
Illinois Teamsters/Employers Apprenticeship &
Training Fund Affiliated with Joint Councils 25 & 65
Joliet, Illinois

For The Trade of Construction Driver
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor



DATE: June 28, 2005
REVISED: January 25, 2008

REGISTRATION NO.
11015050004

St. J. Chas
Secretary of Labor

Anthony Suarez
Administrator, Apprenticeship Training, Employer and Labor Services

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

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

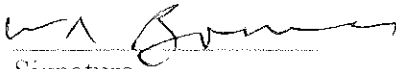
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

William R. Bauos
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

PARKING LOT PROJECT REFERENCE LIST

St. Charles Public Library District

Library Parking Lot
Contract Amount: \$ 139,900.00
Mr. Chris Lindley, Vice President
Wills Burke Kelsey Associates
630-443-7755

Township High School District 211

2012 Paving Work @ Multiple Sites
Contract Amount: \$ 538,550.00
Mr. Michael Hantel
Arcon Associates
630-495-1900

Medinah Elementary School District #11

Parking Lot Medinah Intermediate School
Contract Amount: \$ 225,900.00
Mr. Anthony Tremonte
Arcon Associates
630-495-1900

Village of LaGrange Park

1029 Beach Avenue Parking Lot
Contract Amount: \$ 84,996.10
Ms. Laura Swiatnicki
Hancock Engineering
708-865-0300

Metropolitan Water Reclamation District

Pavement Repairs Stickney, LASMA & Outlying
Contract Amount: \$ 195,813.70
Mr. Cedric Robertson
Metropolitan Water Reclamation District
708-588-4085

Lake Zurich CUSD #95

2012 Pavement Maintenance
Contract Amount: \$ 729,900.00
Mr. Leo Morand
Gewalt Hamilton
847-478-9700

Lincolnshire - Prairie View SD #103

Half Day Road School
Contract Amount: \$244,900.00
Mr. Leo Morand
Gewalt Hamilton
847-478-9700

Ahlgrim Family Funeral Services

Lake Zurich Parking Lot
Contract Amount: \$ 55,900.00
Mr. Douglas R. Ahlgrim
Ahlgrim Funeral Services
847-540-8871

Lake County Purchasing Division

Belevidere Medical Building Parking Lot
Contract Amount: \$ 190,700.00
Mr. Lee Dolan
Daniel Robinson Architects
847-336-3428

Arlington Heights Park District

Nickol Knoll Golf Course
Contract Amount: \$ 15,742.75
Mr. Scott Elman
Arlington Heights Park District
847-577-3009

Street Project List

Stonington Condominium Association

Stonington Roadway Reconstruction
Contract Amount: \$ 449,900.00
Mr. Todd Shaffer
Haeger Engineering
847-230-3180

City of Evanston

2012 MFT Resurfacing Project
Contract Amount: \$ 1,109,900.00
Mr. Pankaj Chokshi
City of Evanston Engineering
847-980-3400

City of Evanston

Church Street Improvement / Dodge & Lake Streetscape
Contract Amount: \$ 899,900.00
Mr. Sat Nagar
City of Evanston Engineering
847-980-3400

Village of Palatine

Bothwell Street & Railroad Avenue Improvements
Contract Amount: \$ 319,900.00
Mr. David Bottcher
Bollinger, Lach & Associates
262-770-6405

Village of Northfield

Shadowood Lane Roadway Improvements
Contract Amount: \$ 109,900.00
Mr. Lucas Deferville
Gewalt Hamilton Association
847-478-9700

Warren Township

2012 Intermittent Pavement Patching
Contract Amount: \$ 54,852.34
Mr. Patrick J. Bleck
Bleck Engineering
847-295-5200

Village of Wilmette

2012 MFT Street Resurfacing
Contract Amount: \$ 724,900.00
Mr. Daniel Manis
Village of Wilmette
847-853-7621

Village of Bedford Park

2012 Residential Street Improvements
Contract Amount: \$ 1,365,000.00
Mr. Nicholas Christie
Hoefflerle-Butler Engineering
708-599-89802

Village of Oak Park

2012 Resurfacing of Various Streets
Contract Amount: \$ 1,397,876.00
Mr. Roman Babinski
Village of Oak Park Public Works
708-358-5127

City of Evanston

2012 Additional Street Resurfacing
Contract Amount: \$ 689,606.44
Mr. Sat Nagar
City of Evanston Engineering
847-980-3400

Village of Gurnee

2012 Capital Roadway Rehabilitation
Contract Amount: \$ 409,998.27
Mr. David Pino
Village of Gurnee
847-599-7550

Village of Hawthorn Woods

Old Lake Road Paving & Sequoia Drive Patch
Contract Amount: \$ 46,850.00
Erika Frable
Village of Hawthorn Woods
847-438-5500

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Name (as shown on your income tax return)
Chicagoland Paving Contractors, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
225 Telser Road

City, state, and ZIP code
Lake Zurich, IL 60047

Requester's name and address (optional)

List account number(s) here (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

3	6	-	3	4	9	4	4	9	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ *3/31/14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Corkill Insurance Agency, Inc.
25 Northwest Point Blvd., Suite 625
Elk Grove Village, Illinois 60007

Phone 847 · 758 · 1000
Fax 847 · 758 · 1200

January 7, 2014

Re: Chicagoland Paving, Inc.
225 Tesler Rd.
Lake Zurich, IL 60047

To Whom It May Concern:

We are the bonding Agent for Chicagoland Paving Contractors, Inc. In support of potential bids and payment/performance bonds, and if the principal enters into a formal contract and requests such bonds, then we, as their Agents, will issue these bonds with West Bend Mutual Insurance Company in the full amount of the contract up to the following limits:

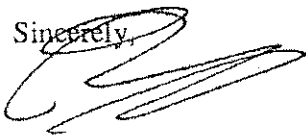
Single Job: \$ 5,000,000
Aggregate: \$15,000,000

The full Aggregate is available for use under their established bond line with West Bend Mutual Insurance Company.

Our experience with Chicagoland Paving Contractors, Inc. has proven that they are an outstanding company with the highest integrity. We continue to be confident in their ability to perform and recommend them for your favorable consideration.

Should you have any questions or need assistance do not hesitate to contact us.

Sincerely,



Paul F. Praxmarer
(Attorney-In-Fact)

Pfp/rh

Attachment: Power of Attorney



Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Luke F. Praxmarer, Paul F. Praxmarer

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: \$6,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

James J. Pauly
James J. Pauly
Secretary

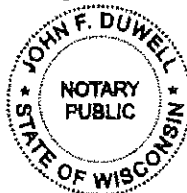


Kevin A. Steiner

Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission Is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 7 day of January, 2014.



Dale J. Kent
Dale J. Kent
Executive Vice President-
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Co.



**Illinois Department
of Transportation**

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

Affidavit of Availability

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

Part I. Work Under Contract

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

	1	2			Awards Pending
Contract Number					
Contract With	v/o Kildeer	v/o Northfield			
Estimated Completion Date	6/30/14	6/30/14			
Total Contract Price	488,077.01	215,900.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	472,998.51	215,900.00			688,898.51
Uncompleted Dollar Value if Firm is the Subcontractor					0.00
					688,898.51

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

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

					Accumulated Totals
Earthwork	41,000.00	22,000.00			63,000.00
Portland Cement Concrete Paving					
HMA Plant Mix	188,460.00	72,000.00			260,460.00
HMA Paving	70,728.51	79,955.80			150,684.31
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces		13,000.00			13,000.00
Highway, R.R. and Waterway Structures					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping	22,000.00				22,000.00
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling	8,000.00	10,000.00			18,000.00
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
tree removal					
Totals	330,188.51	196,955.80			527,144.31

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Norridge	GPS			
Type of Work	sewer	crack fill			
Subcontract Price	108,766.00	10,293.00			
Amount Uncompleted	108,766.00	10,293.00			
Subcontractor	DiNatale	GPS			
Type of Work	concrete	striping			
Subcontract Price	34,044.00	1,900.00			
Amount Uncompleted	34,044.00	1,900.00			
Subcontractor		Geomat			
Type of Work		fabric			
Subcontract Price		4,651.20			
Amount Uncompleted		4,651.20			
Subcontractor		Red's			
Type of Work		landscape			
Subcontract Price		2,100.00			
Amount Uncompleted		2,100.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	472,998.51	215,900.00			0.00

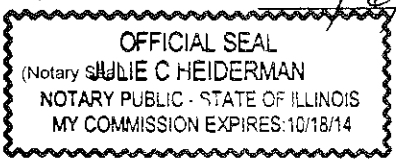
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

Subscribed and sworn to before me

this 31 day of Mar, 2014

Julie C Heiderman
Notary Public

My commission expires: 10/18/14



Type or Print Name William R. Bowes, V.P.
Officer or Director Title

Signed William R. Bowes

Company Chicagoland Paving

Address 225 Telser Road

Lake Zurich, IL 60047



CERTIFICATE OF LIABILITY INSURANCE

CHICL-1 OP ID: JZ

DATE (MM/DD/YYYY)

03/28/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Corkill Insurance Agency, Inc. 25 Northwest Pt Blvd Ste 625 Elk Grove Village, IL 60007 Paul F. Praxmarer	847-758-1000	CONTACT NAME:	
	847-758-1200	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS: certs@corkillinsurance.com	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Pekin Ins Co 24228 AIX			24228
INSURER B: Travelers PC Amer 25674 A+XV			
INSURER C: Allianz Global CS 36300 A+XV			22837
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
Chicagoland Paving Contractors
Inc
225 Telser Rd
Lake Zurich, IL 60047

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CL03547744PO-250	02/24/14	02/24/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA03547744PO-250	02/24/14	02/24/15	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 UM/UIM \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-15S16891-14-NF	02/24/14	02/24/15	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		WC03547744PO-250	02/24/14	02/24/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented Equipment		MXI93012355	02/24/14	02/24/15	Ded \$2500 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of insurance.

CERTIFICATE HOLDER

CANCELLATION

SAMPLEC

SAMPLE CERTIFICATE
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul F. Praxmarer

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Village of Downers Grove Contractor Evaluation

Contractor: Chicagoland Paving

Project: 2013 Pavement Patching

Primary Contact: Bill Bowes Phone: 847-550-9681

Time Period: April 2013 – November 2013

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: Completed On Time

Change Orders (attach information if needed): None

Difficulties / Positives:

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

Reviewers: John Tucker

Date: 12-6-13