

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 2, 2014 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: Loader-Mounted Snow Plow Blade with Wings	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to approve the purchase of a loader-mounted snow plow blade with wings (HLA 5200W 1224) from McCann Industries, Inc. of Addison, Illinois in the amount of \$19,650.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Exceptional Municipal Services*.

FISCAL IMPACT

This purchase is unbudgeted. The FY14 budget includes \$60,000 in the Equipment Replacement Fund for a replacement truck body that has been deferred.

RECOMMENDATION

Staff recommends approval on the September 2, 2014 Consent Agenda.

BACKGROUND

This snow plow blade is an attachment that fits the Village's front-end loaders. It will be used during snow removal operations, primarily for loading snow, and replaces a similar piece of equipment that has reached the end of its useful life. This snow plow blade has hydraulically operated side wings that provide additional flexibility and efficiency during operations (product photograph attached). This purchase will enhance the Village's snow response.

A Call for Bids was published in accordance with established Village policy. Two bids were received on August 7, 2014. A summary of the bids is as follows:

Vendor	Make/Model	Price
McCann Industries, Inc., Addison, IL	HLA 5200W 1224	\$19,650
R.A. Adams Enterprises, Inc., McHenry, IL	Daniels 3120	\$26,255

McCann Industries, Inc. submitted the low, qualified bid for the plow.

ATTACHMENTS

Contract Documents
Produce Brochure

SnowWing

3200W Series

4200W Series

5200W Series

Snowblade

Snowpusher

Specialty

SixWay

Razor

Photo Gallery

Video Gallery

Brochures

Support

Contact



Open from box blade to straight blade and get that extra clearing width on the fly. But it doesn't stop there:

The endplates are hydraulically-controlled and equipped with industry-proven rotary actuators, giving limitless control within the massive 180° rotation. This means you can use your blade on an angle with one end open and the other parallel to the direction you are driving. Get closer to buildings and parking stones without risking damage. Then rotate the endplates into a reverse box blade and drag the snow away for full clearing in the tightest of spaces.

4 Blades in 1



Box Blade

3200W Series

- 50 - 80 HORSEPOWER
- MAX OPERATING WEIGHT: 10000 lbs.

4200W Series

- 80 - 150 HORSEPOWER
- MAX OPERATING WEIGHT: 25000 lbs.

5200W Series

- 110 - 200 HORSEPOWER
- MAX OPERATING WEIGHT: 40000 lbs.



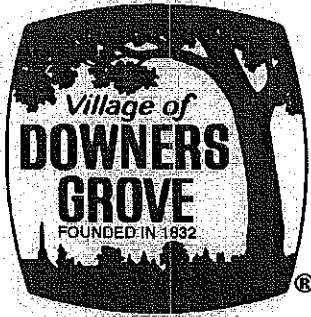
Angle Blade



Straight Blade



Reverse Box Blade



CALL FOR BIDS

- I. Name of Company Bidding: McCAWK INDUSTRIES, LLC.
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-55-2014/TT
 - B. For: LOADER-MOUNTED SNOW PLOW WITH WINGS
 - C. Bid Opening Date/Time: August 7, 2014, 2 p.m.
 - D. Pre-Bid Conference Date/Time: NA
- III. Required of All Bidders:
- A. Bid Deposit: N/A
 - 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: Required

Legal Advertisement Published: July 24, 2014

Date Issued: July 24, 2014

This document comprises 33 pages

Return **original** and **two duplicate copies** of Bid in a **sealed envelope** marked with the Bid Number as noted above to:

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

CALL FOR BIDS

Bid No.: CFB-0-55-2014/TT

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE BID IS DUE.

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. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Bidders MUST submit an original, and two (2) paper copies of the total Bid. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.

I. CALL FOR BIDS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to **August 7, 2014, 2:00 p.m.**
- 1.2 Bids must be received at the Village of Downers Grove 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.
- 1.3 Bid forms 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.
- 1.4 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.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

2. PREPARATION OF BID

- 2.1 It is the responsibility of the Bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 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. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. 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.
- 2.3 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.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Bid including any Bidder's travel or personal expenses shall be the sole responsibility of the

Bidder and will not be reimbursed by the Village.

- 2.5 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 and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

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 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 Section 2.2 above.

4. SUBMISSION OF BID

- 4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.

- 4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a 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 shall neglect or refuse 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/her Bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

5. MODIFICATION OR WITHDRAWAL OF BID

- 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) calendar 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. REJECTION OF BIDS

- 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 bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all Bids and to waive technical errors as may be deemed best for the interest of the Village.

7. COMPETENCY OF BIDDER

- 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 Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

8. DISQUALIFICATION OF BIDDERS

- 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.
- 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

- 9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.
- 9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

10. AWARD OF CONTRACT

- 10.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (lowest responsible bidder)

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) calendar days after the opening of Bids. The remaining bid deposits of each Bidder 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 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 awarded contractor, within thirteen (13) calendar days after acceptance of his Bid by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. 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. **NOTE: As evidence of capability to provide such security for performance, each Bidder shall submit with the Bid either a letter executed by its surety company indicating the Bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Bidder.**

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 vendor.

15. RESERVED RIGHTS

15.1 The Village reserves the right to waive irregularities and informalities, sections 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

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

17. TRADE NAMES/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. Bidders are invited to submit Bids not only on named items but also on items that they propose for substitution of named items. 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 Contractor'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 Bidder 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. INSPECTION

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

21. DELIVERIES

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

22. SPECIAL HANDLING

22.1 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.

23. COMPLIANCE WITH OSHA STANDARDS

23.1 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.

24. CERCLA INDEMNIFICATION

24.1 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.

25. BUY AMERICA

25.1 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).

25.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid

submission, an executed Buy America Certificate, attached hereto.

26. CAMPAIGN DISCLOSURE

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.

27. BACKING PRECAUTIONS

- 27.1 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 of Downers Grove 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.

28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS

- 28.1 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 of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

29. COPYRIGHT/PATENT INFRINGEMENT

- 29.1 The Bidder 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 Bidder that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

30. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 30.1 To the fullest extent permitted by law, the Bidder 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 Bidder, its employees, or its subcontractors, and the Bidder 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 Bidder shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The Bidder 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 Bidder, its employees, or its subcontractors.

31. NONDISCRIMINATION

31.1 Bidder shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Bid, the Bidder certifies that it 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.
- (c) 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. Bidder 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.

32. SEXUAL HARASSMENT POLICY

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

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the Bidder's internal complaint process including penalties;
- 32.1.5 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
- 32.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

33. EQUAL EMPLOYMENT OPPORTUNITY

- 33.1 In the event of the Bidder'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 Bidder 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 Bidder agrees as follows:
- 33.2 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.
- 33.3 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.
- 33.4 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 disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 33.5 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 bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 33.6 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.
- 33.7 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.

33.8 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 Bidder 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 Bidder 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.

34. DRUG FREE WORK PLACE

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

34.1 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 bidder'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.

34.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder'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.

34.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.

34.5 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.

34.6 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.

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

35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 35.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Bidder 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, Bidder 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.

36. PREVAILING WAGE ACT

- 36.1 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 rates throughout the duration of this Contract.
- 36.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records 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 five (5) years from the date of the last payment on the public work.
- 36.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Bidder 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.
- 36.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding 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 A 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.

- 36.5 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.
- 36.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

37. PATRIOT ACT COMPLIANCE

- 37.1 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.

38. INSURANCE REQUIREMENTS

- 38.1 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	

- 38.2 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".
- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 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.
- 38.6 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 the Village of Downers Grove 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 of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

- 38.7 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 insurance required by the Contract Documents, the Village of Downers Grove 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 of Downers Grove, or terminate this Contract pursuant to its terms.
- 38.8 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) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the 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 of 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.
- 38.9 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 Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 38.10 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 Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 39. SUBLETTING OF CONTRACT**
- 39.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the

Contractor from his obligation or change the terms of the Contract.

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

40. TERM OF CONTRACT

40.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions sections.

41. TERMINATION OF CONTRACT

41.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.

41.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the 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 the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

42. BILLING & PAYMENT PROCEDURES

42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove 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.

42.2 The Village shall review in a timely manner each bill or invoice 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 requesting payment 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 the defect.

42.3 If 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.

42.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE

43.1 The relationship between the Village and the Bidder is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

44. STANDARD OF CARE

44.1 Any services performed by Bidder under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract or in any report, opinions, and documents or otherwise.

44.2 If the Bidder fails to meet the foregoing standard, Bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Bidder's failure to comply with the above standard and reported to Bidder within one (1) year from the completion of Bidder's services for the Project.

44.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Bidder during construction or equipment installation or the furnishing of Project representatives shall not make Bidder responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contractor(s') failure to perform its work in accordance with contract documents.

45. SUCCESSORS AND ASSIGNS

45.1 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 Bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

46. WAIVER OF CONTRACT BREACH

46.1 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.

47. CHANGE ORDERS

47.1 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.

47.2 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)

48. SEVERABILITY OF INVALID PROVISIONS

48.1 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.

49. GOVERNING LAW

49.1 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.

50. NOTICE

50.1 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 Bidder as specified on the Contract Form.

51. AMENDMENT

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

52. COOPERATION WITH FOIA COMPLIANCE

52.1 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

52.1 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. DETAILED SPECIFICATIONS

LOADER-MOUNTED SNOW PLOW WITH FOLDING WINGS

EQUIPMENT REQUIREMENTS: References, if any, to specific makes or models of equipment, accessories, or components are for the purpose of establishing minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life of the unit or its parts as required for the proposed application. Accessories or components equal to or exceeding the minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life shall be evaluated on merit and acceptability for the purposes of this bid.

**MEETS SPECS
(YES NO)**

1. **ACCEPTABLE MAKES AND MODELS:** The following listed make and model shall be acceptable for the purpose of this bid. Other makes and models not listed shall also be acceptable, provided minimum specifications as described below are met or exceeded. The plow shall be supplied with the proper hitch and hydraulic fittings to operate on a Caterpillar 938G front-end loader.

DANIELS 3-IN-1 PLOW MODEL 3120

List make and model bid.	
HLA	5200W 1224
(Make)	(Model)

2. X (24) **FULL PLOW WIDTH (w/wings fully extended):** 20'

3. X **CENTER PLOW WIDTH:** 12'

4. X (6) **EACH WING (when straight, independently pivoting wings adjustable from 1 degree to 90 degrees):** 4'

5. X **BOX SIZE (w/5' side plates):** 12'

6. (18' 3") **WHEN HYDROTURNTURNED IN STRAIGHT POSITION:** 16'-5"
7. **WHEN HYDROTURNTURNED IN BOX POSITION:** 12'-2"
8. **MOLDBOARD HEIGHT:** 42"
9. **MOLDBOARD MATERIAL:** 7 Gauge steel.
10. **REINFORCEMENT MATERIAL:** 5/16" steel minimum.
11. (5) **TRIPPING POINTS:** 7
12. (8) **TRIP SPRINGS:** 10
13. (3580) **WEIGHT:** 3,800 pounds
14. **WEAR EDGE:** 3/4" x 8"
15. Leading edges of wings are curved and reinforced with an angled shoe for safety when approaching curbs.
16. Hydroturn the 3-in-1 plow 35 degrees left and right in any position.
17. Double-acting Angle Cylinders w/35 Degree maximum plow angling.
18. 180 D Double-acting Wing Cylinders w/90 Degree maximum wing rotation.
19. Hydraulic Sequencing Manifold with plow angle relief built-in.
20. Preset Pressures on manifold valves
21. Electric three position switch for angling and independent wing pivot control
22. Electrical quick disconnect fittings to manifold solenoids
23. Edge Only Full Moldboard Trip
24. Hydraulic cylinder rods are black nitride treated for 5x corrosion resistance and extreme durability.

IV. BID/CONTRACT FORM

*****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 Block Must Be Completed When A Submitted Bid Is To Be Considered For Award BIDDER:

McCANN INDUSTRIES, Inc
Company Name

Date: 8/1/14

543 S. ROMEWOOD RD
Street Address of Company

SALES@MCCANNINDUSTRIES.COM
Email Address

ADDSEX ILL 60101
City, State, Zip

JAMIE MAFF
Contact Name (Print)

630 627 0000
Business Phone

630 627 0000
24-Hour Telephone

630 627 8711
Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor

STEVEN ROGHEMAN, CFO/Secretary
Print Name & Title

ATTEST: If a Corporation

[Signature], CFO/Secretary
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the undersigned 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.

IV. BID/CONTRACT FORM (Continued)

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

ONE (1) LOADER-MOUNTED SNOW PLOW WITH FOLDING WINGS	
Unit Bid: <u>HLA</u>	<u>5200W 1224</u>
Make	Model
TOTAL BID:	\$ 19,650 including delivery to Downers Grove

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.			
Will you be utilizing a subcontractor?	YES	NO	
If yes, have you included all required information with your bid submittal?	YES	NO	

- OR -

NO BID – Keep our company on your Bidders List	Signature Date
NO BID – Remove our company from your Bidders List	Signature Date



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: McCANN INDUSTRIES, INC
ADDRESS: 543 E. ROSEMOUNT RD
CITY: ADDISON
STATE: ILLINOIS
ZIP: 60101
PHONE: 630 627 0000 FAX: 630 627 8111
TAX ID #(TIN): 36-2706031

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: McCANN INDUSTRIES, INC
ADDRESS: PO BOX 661094
CITY: CHICAGO
STATE: ILLINOIS
ZIP: 60666

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature], CFO
DATE: 8/1/14

MUNICIPAL REFERENCE LIST

Municipality: CITY OF CHICAGO
Address: 121 N. WABASH ST., CHICAGO, IL 60602

Telephone
312 744 1238

Contact
Name JANIE RICE

Municipality: CHICAGO TRANSIT AUTHORITY

Address: 567 W. WABASH ST. CHICAGO, IL 60661

Telephone
312 481 2456

Contact
Name MARINA POPOVIC

Municipality: METRA

Address: 547 W. JACKSON BLVD. CHICAGO IL 60661

Telephone
312 322 6684

Contact
Name DENISE JOHNSON

Municipality: ARGONNIE NATIONAL LAB

Address: 9700 SOUTH CASS AVE., NENAH IL 60439

Telephone
630 252 7884

Contact
Name JEAN EHELEN

Municipality:
Address:

Telephone
#

Contact
Name

Municipality:
Address:

Telephone
#

Contact

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to QEB-0-SS-2014TT, Bidder McCAW INDUSTRIES hereby certifies
(Name of Project) (Name of Bidder)

the following: LOADER MOUNTED SNOW PLOW WITH WINGS

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 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) 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 A 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

BIDDER'S CERTIFICATION (page 2 of 3)

of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: [Signature]
Bidder's Authorized Agent

36 - 2706031

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 4th day of AUGUST



2014
[Signature]
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 McCANN INDUSTRIES, INC.
and the full names of its Officers are as follows:

President: TIM MCCANN

Secretary: STEVEN ROGEMAN

Treasurer: TIM MCCANN

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 Bidder or 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 _____.

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

INSURER'S NAME ASSURANCE AGENCY, LTD

AGENT _____

Street Address 1750 E. GOLF RD

City, State, Zip Code SHAUMBURG, IL 60173

Telephone Number (847) 463 4232

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: McCANN INDUSTRIES, INC.

Print Name and Title of Authorizing Signature: STEVEN ROGEMAN, CFO

Signature: [Handwritten Signature]

Date: 8/1/14

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: _____

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.**

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: _____

Signature: _____

Date: _____

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 

Company Name McCauley Construction, Inc.

Title CSO

Date 8/1/04

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: MO BANK INDUSTRIES, INC

Address: 543 E. ROLLING RD

City: ADDISON, ILL. Zip Code: 60101

Telephone: (630) 627 0000 Fax Number: (630) 627 8911

E-mail Address: SALES@MOBANKONLINE.COM

Authorized Company Signature: [Signature]

Print Signature Name: STEVEN ROSENMAN Title of Official: CFO

Date: 8/1/14

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.

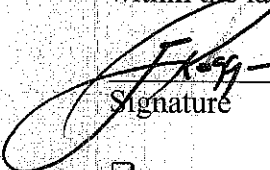
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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.

 CFO
Signature

STEVEN ROUSSEMAN, CFO
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

DETAIL EXCEPTIONS SHEET

EXCEPTIONS: Any exceptions must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material and services actually required. The Village reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH THE *BID/CONTRACT FORM*.

Bidder's exceptions are:

Item # 2

Full Width With Wings is 24'

Item # 4

Each Wing is 6' in length

Item # 6

Width is 18'3" when angled but Wings are completely adjustable to reach almost any width

Item # 11

Wings are spring trippable and also have Hydraulic relief to allow for 180 Degrees of travel if an item is hit. Wings will completely fold parallel to Loader. Cutting Edges trip and fold back when obstacle is hit smaller than 8" to allow pass over travel—less stress on blade and machine

Item # 12

System is set up does not allow for full trip. Large Plows tripping is not recommended—only 8" of plow edge trips. Allowing for less stress on plow and machine-reduces maintenance and wear items.

Item # 13

By Design weighs less than competitors plows, saves on fuel, machine stress, and edge wear.

Item # 22

Plow operates with existing Hydraulics and internal electric-no need to disconnect from solenoids.

Item # 23

Only Cutting edge and wings trip. Full Plow trip is unnecessary. The stress to the plow and carrier are significant when a 3,800 lb plow snaps back. HLA's design is to trip when obstacles 8" or smaller are encountered at cutting edge and complete wing will fold back when a stationary obstacle is encountered. Light Poles, Curb, ETC will be unharmed because wing will fold parallel to Loader to pass by obstacles with spring trips and HYDRAULIC RELIEF.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2014

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 Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173		CONTACT NAME: Suzi Stephens	
		PHONE (A/C, No, Ext): (847) 463-4232	FAX (A/C, No): (847) 440-9123
		E-MAIL ADDRESS: SStephens@AssuranceAgency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westfield Insurance	NAIC # 24112
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 175880960 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCP0861457	12/31/2013	12/31/2014	X	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

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

RE: For bid only, Bid No. CFB-0-55-2014/TT

A Waiver of Subrogation applies, when required by written contract and where allowable by law, on the Workers Compensation for this specific project in favor of the following:

-Village of Downers Grove

CERTIFICATE HOLDER**CANCELLATION**

Village of Downers Grove
801 Burlington Ave
Downers Grove IL 60515

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

Daniel G. Keras

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SENTRY SELECT INSURANCE COMPANY
 STEVENS POINT, WISCONSIN
 (A PARTICIPATING STOCK COMPANY)
 A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 25-35903

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder	Name and Address of the Insured
VILLAGE OF DOWNERS GROVE PURCHASING ASSISTANT 801 BURLINGTON AVE DOWNERS GROVE, IL 60515	MCCANN INDUSTRIES INC 543 S ROHLWING ROAD ADDISON, IL 60101

This certificate is issued on 07-22-2014 and is effective until 07-22-2015. It certifies that policies of insurance listed below have been issued to the insured named above. 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.

Coverage Provided	Policy Number	Coverage Limits
General Liability	25-35903-01	General Aggregate \$ 3,000,000
Bodily Injury and Property Damage Combined	OCCURRENCE	Products Aggregate \$ 3,000,000
		Pers/Adv Injury \$ 1,000,000
		Each Occurrence \$ 1,000,000
		Premises Damage \$ 100,000
		Medical Expense \$ 5,000
Automobile Liability	25-35903-01	Each Accident \$ 1,000,000
Includes: Bodily Injury and Property -Any Auto		
Excess/Umbrella	25-35903-01	Each Occurrence \$ 15,000,000
		General Aggregate \$ 45,000,000
		Products Aggregate \$ 45,000,000

BID#CFB-0-55-2014TT

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

80-C1035 (SFA)

MCC 25-35903 01-020012
 08-05-2014
 PAGE 1
 (0112)

LDI C01 269628-1 02 11

SENTRY SELECT INSURANCE COMPANY THE SENTRY PLAN
 STEVENS POINT, WISCONSIN POLICY
 (A PARTICIPATING STOCK COMPANY)
 A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

GENERAL LIABILITY DECLARATIONS

POLICY NUMBER 25-35903-01

NAME INSURED: MCCANN INDUSTRIES INC

ADDITIONAL INSURED
SCHEDULE

The following information is required to complete the accompanying additional insured endorsement which forms a part of the Named Insured's COMMERCIAL GENERAL LIABILITY COVERAGE PART.

<u>ADDITIONAL INSURED</u>	<u>ENDORSEMENT</u>	<u>EFFECTIVE</u>
VILLAGE OF DOWNERS GROVE PURCHASING ASSISTANT 801 BURLINGTON AVE DOWNERS GROVE, IL 60515 (CERTIFICATE NUMBER 0111)	CG 20 10 04 13	FROM JULY 22, 2014 TO JULY 22, 2015

LOCATION(S) OF COVERED OPERATIONS

ALL LOCATIONS

FOR ENDORSEMENT TEXT,
SEE OVER.

CG 89 01 11 85 (MECH)

MCC 25-35903-01 40 141
08-05-2014
(000 0111)

SENTRY SELECT INSURANCE COMPANY THE SENTRY PLAN
STEVENS POINT, WISCONSIN POLICY
(A PARTICIPATING STOCK COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

GENERAL LIABILITY DECLARATIONS

POLICY NUMBER 25-35903-01

NAME INSURED: MCCANN INDUSTRIES INC

ADDITIONAL INSURED
SCHEDULE

The following information is required to complete the accompanying
additional insured endorsement which forms a part of the Named Insured's
COMMERCIAL GENERAL LIABILITY COVERAGE PART.

<u>ADDITIONAL INSURED</u>	<u>ENDORSEMENT</u>	<u>EFFECTIVE</u>
VILLAGE OF DOWNERS GROVE PURCHASING ASSISTANT 801 BURLINGTON AVE DOWNERS GROVE, IL 60515 (CERTIFICATE NUMBER 0112)	CG 20 10 04 13	FROM JULY 22, 2014 TO JULY 22, 2015

LOCATION(S) OF COVERED OPERATIONS

ALL LOCATIONS

FOR ENDORSEMENT TEXT,
SEE OVER.

CG 89 01 11 85 (MECH)

MCC 25-35903-01 40 141
08-05-2014
(000 0112)

CHA

VILLAGE OF DOWNERS GROVE
PURCHASING ASSISTANT
801 BURLINGTON AVE
DOWNERS GROVE, IL 60515

FOR ENDORSEMENT TEXT,
SEE OVER.

CA DS 03 03 06 (MECH)

MCC 25-35903-01 50 141
08-05-2014
(000 0111)

SENTRY SELECT INSURANCE COMPANY
STEVENS POINT, WISCONSIN
(A PARTICIPATING STOCK COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

COMMERCIAL AUTO POLICY

COMMERCIAL AUTO DECLARATIONS

POLICY NUMBER 25-35903-01

Name and Address of
the Additional Insured

Name and Address
of the Named Insured

VILLAGE OF DOWNERS GROVE
PURCHASING ASSISTANT
801 BURLINGTON AVE
DOWNERS GROVE, IL 60515

MCCANN INDUSTRIES INC
543 S ROHLWING ROAD
ADDISON, IL 60101

DESIGNATED INSURED SCHEDULE

The following information is required to complete the accompanying
Designated Insured Endorsement which forms a part of the Named Insured's
Commercial Auto Policy.

ENDORSEMENT

EFFECTIVE

CA 20 48 10 13

FROM July 22, 2014
TO July 22, 2015

FOR ENDORSEMENT TEXT,
SEE OVER.

CA DS 03 03 06 (MECH)

MCC 25-35903-01 50 141
08-05-2014
(000 0111)

HLA Description:

HLA has many patents that make their winged plow the best in the industry.

This is the only winged plow that is capable of a reverse box pattern and still allow for complete tire protection. The patented TIRE PROTECTION SYSTEM ensures that no matter what angle the plow is positioned, there are no worries of the wing coming in contact with the Loaders tires. This system has been proven and makes the HLA Wing plow superior in all applications.

180 Degrees of Wing Rotation allow for a quicker clear by enabling operator to more efficiently WINDROW the snow. The ability to Reverse Box plow makes clearing snow from a tight area quick and neat. Operators can back drag between cars and get all the way up to the curb, not burying the vehicles. Loading Docks, alley ways, and entrances can remain pile free because the snow can be pulled away and pushed to a less intrusive spot. The floating edge plates follow the surface contour to allow for a better/safer clear.

The non full trip feature (Cutting Edge Only) trip, ensures that no matter what position you plow is in, (BOX, Angle, Reverse Box, or Straight) the edge will pass over any obstacle it comes in contact with. Other wing plows cannot trip when in box formation, leaving the room for damage quite significant.

The 6 foot wings are protected with a spring trip and hydraulic relief to ensure large side obstacles, curbs, or unknown are protected. The complete wing will fold parallel to the loader to enable safe passage when operators are to close when traveling at higher speeds.

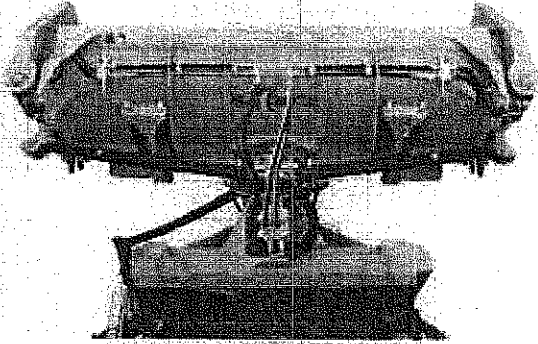
HLA SNOW



HLA **SNOW**

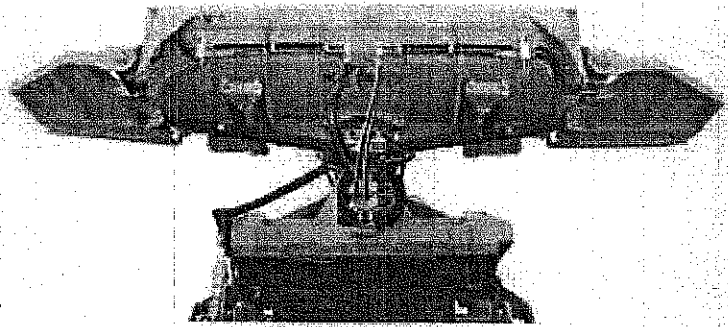
HLA SnowWing

PATENTED



Box Blade

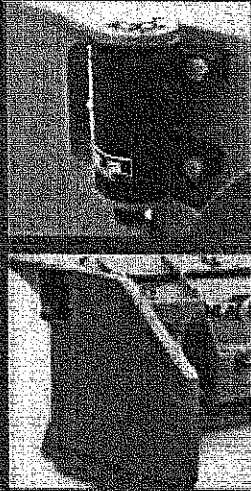
Traditional box blade



Straight Blade

Up to 6' of extra clearing width when fully extended

FEATURES

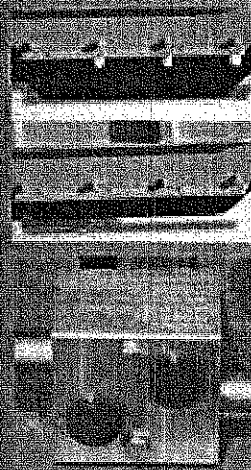


Rotary Actuators - PATENTED

The self-latching pins come from the construction industry and deliver 98,700 lb. of torque to hold the wings in place.

180° Rotation

Uniflex and independently adjustable, our wings are rugged enough to stay put and give you control in any situation.



Floating End Plate Edges

Floating endplate edges follow the surface contour for confident snow clearing.

Crossover Relief Valve

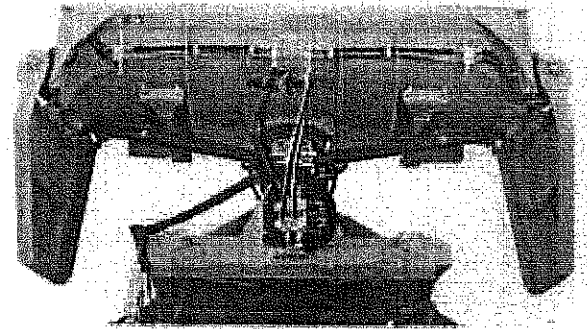
Provides protection against hidden obstacles by redirecting hydraulic pressure, swinging the blade around hazards.



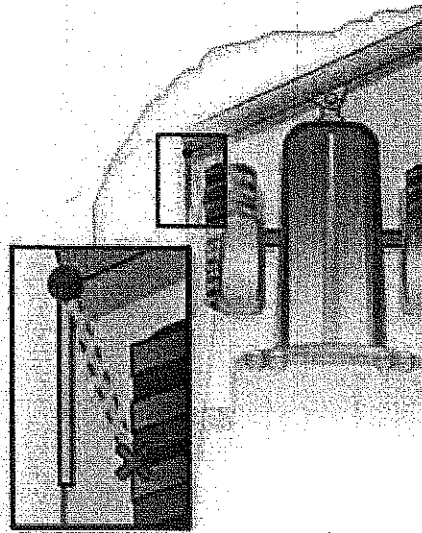
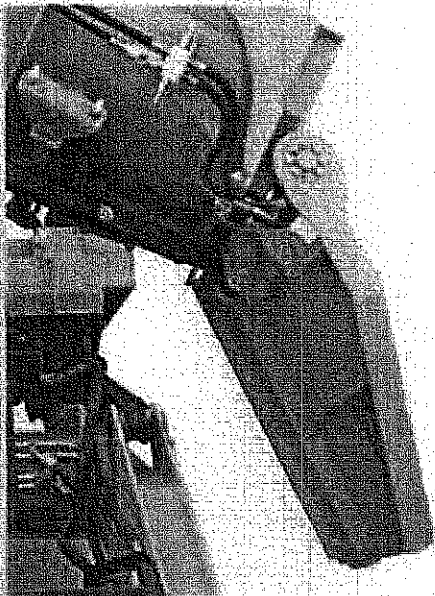
The Wingblade design allows you to handily change from a traditional box blade to a straight blade, with the added bonus of extra clearing width. But it doesn't stop there: the endplates are hydraulically-controlled and equipped with industry-proven rotary actuators, giving you rugged and limitless control within the massive 180 degree rotation. This means you can use your blade on an angle with one end open and the other parallel to the direction you are driving. This allows you to get closer to buildings and parking stones with less chance of damage and better clearing results. With the endplates in their full open position, the blade can be used as a reverse box blade allowing you to back drag snow for full clearing even in the tightest of spaces.



Minimum Road Transfer Width
Approx. 9" narrower than main
mouldboard width. **PATENTED**



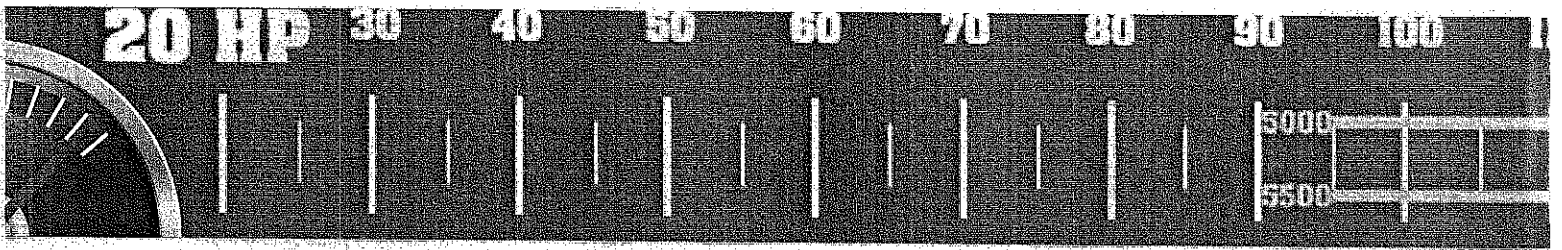
Reverse Box Blade
In full position



Tire Protection System - PATENTED

Our Tire Protection System means that you get the most out of your Snow Wing while keeping the air in your tires. The system automatically protects from unintended damaging collisions between your front tires and end plates. The end plates are automatically rotated away from the tires so the operator can focus on clearing snow and worry less about damaging equipment.

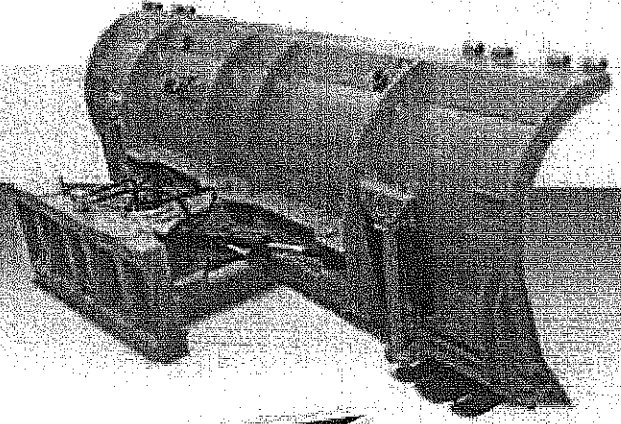




5000 series snowblade

- Replaceable, Reversible steel cutting edge
- Replaceable, Reversible rubber cutting edge (OPTIONAL)
- Spring trip cutting edge
- High Tensile AR400 Skid Shoes
- Q-tach or direct fit to accept most makes of loaders
- 36" Deep Spring Trip Endplate (optional)
- Clearing width approx. 1.5' narrower when angled
- 10' - 16' Widths
- 42" High mouldboard

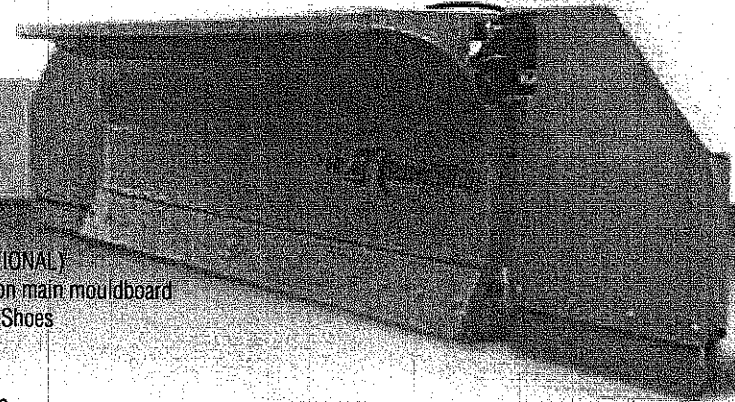
90 - 200 HORSEPOWER
MAX OPERATING WEIGHT: 40,000 lbs.



110 series snowwing

- 9' to 16' Main mouldboard widths
- Maximum clearing width 6' wider than main mouldboard width
- Minimum road transport width approx. 9" narrower than main mouldboard width
- Wings 36" deep/wide
- 42" high mouldboard
- 35° angle on main mouldboard
- Relief valve on main angle cylinders
- Q-tach or direct fit to accept most makes of loaders
- Replaceable, Reversible steel cutting edge
- Replaceable, Reversible rubber cutting edge (OPTIONAL)
- Spring trip cutting edge on main mouldboard
- High tensile AR400 Skid Shoes
- Adjustable lateral float
- Relief valve on wings
- Floating edge on endplate
- Infinite wing adjustment from 0°-180°
- Actuator has 15000 in-lb. Torque at 3000 psi - **Patented**
- Tire Protection System - **Patented**

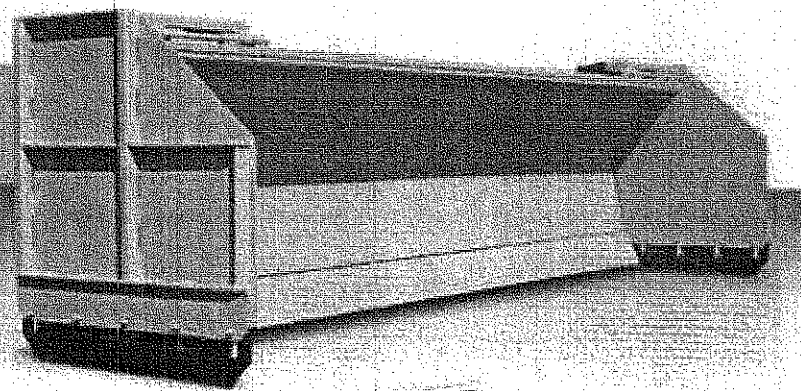
110 - 200 HORSEPOWER
MAX OPERATING WEIGHT: 40,000 lbs.



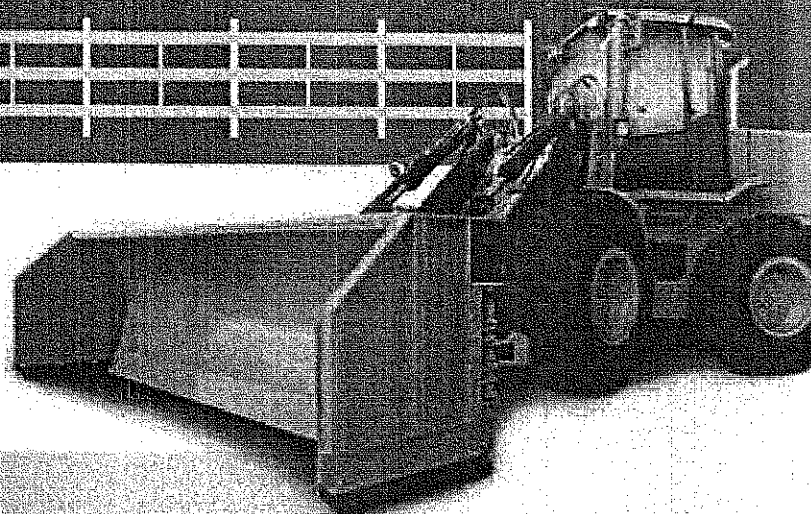
5500 series snowpusher

- Replaceable, Reversible steel cutting edge
- Replaceable, Reversible rubber cutting edge (OPTIONAL)
- Spring trip cutting edge
- High Tensile AR400 Skid Shoes
- Q-tach or direct fit to accept most makes of loaders
- 36" Deep Spring Trip Endplate
- 12' - 16' Widths
- 42" High mouldboard

90 - 200 HORSEPOWER
MAX OPERATING WEIGHT: 40,000 lbs.



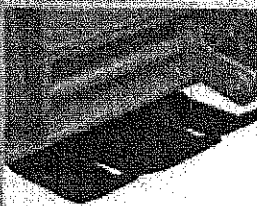
120 130 140 150 160 170 180 190 200 HP



FEATURES

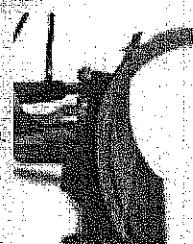
Replaceable, Reversible Cutting Edge

Our cutting edges are designed to be easily replaceable and are reversible to give you twice the life.



Skid Shoes

AR400 high tensile Skid Shoes for optimum performance and prolonged cutting edge life.

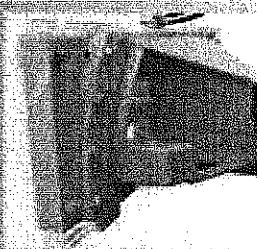


Mouldboard Profile

Precision engineered curve rolls and folds snow. This reduces, sticking, side tracking and spill over.

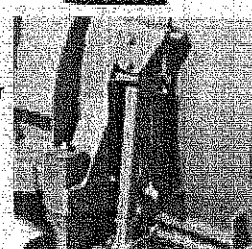
Crossover Relief Valve

Provides protection against hidden obstacles by redirecting hydraulic pressure, swinging the blade around hazards.



Lateral Float

Allows blade to follow ground contours for better clearing performance.

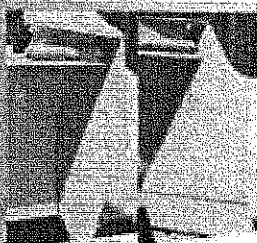


Spring trip Mouldboard Blade

Allows blade to trip back if struck by hidden object limiting damage.

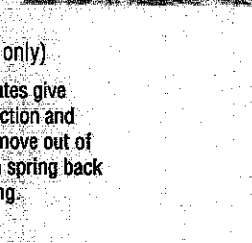
Floating End Plate Edge

Floating endplate edges follow surface contour for confident snow clearing.



Spring Trip Endplates (5500 series Snowpusher only)

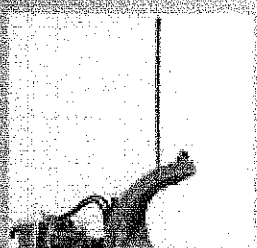
These HLA exclusive endplates give our box blades added protection and performance. Designed to move out of the way on impact and then spring back into place to keep on clearing.



OPTIONS

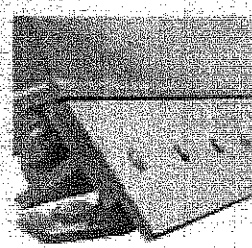
High Tensile Long Wear Skid Shoes

For heavy use situations we suggest our high tensile steel, long wear Skid Shoes. These provide excellent longevity and performance suited for heavy duty clearing on concrete or asphalt.



Snowblade Marker

Add this to your blade for better visibility and blade position awareness.

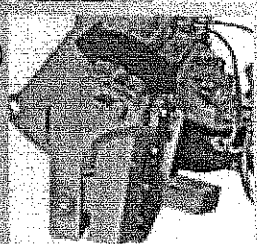


Boron or Carbide Cutting Edges

Boron long wearing reversible upgrades provide excellent cutting performance for use in mixed gravel concrete and asphalt situations. Carbide edges are designed for heavy commercial use, this non-reversible cutting edge is suited for heavy duty clearing of concrete or asphalt.

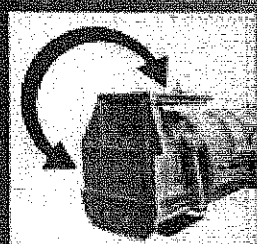
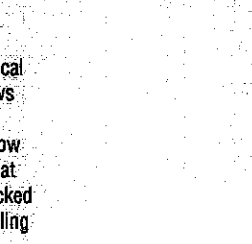
Flip Up End Plates (5000 series Snowblade only)

Our exclusive flip up endplates allow you to quickly and easily switch between angle blade and box blade. The end plates also feature spring trips and floating edges.



Floating Blade Hinge

This option adds a mechanical float to the blade. This allows loaders that don't have a hydraulic float to better follow the surface contour. The float is designed to be simply locked out when not needed by rolling the blade forward.



20 HP 30 40 50 60 70 80 90 100 110 125 HP

SIX-WAY BLADE 3600V
SIX-WAY BLADE 4600V
V-BLAD

SIXWAY

SB3600V

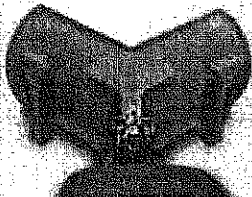
- Ideal sidewalk blade for compact tractors & skidsteers
- Replaceable, Reversible steel cutting edge
- Replaceable, Reversible rubber cutting edge (OPTIONAL)
- Spring trip cutting edge
- 35 Degree angle with cross over relief valve protection
- 29" High mouldboard with lateral float
- AR400 cutting edge

SB4600V

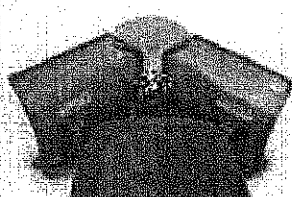
- Ideal for small roadways & driveways
- Replaceable, Reversible steel cutting edge
- Replaceable, Reversible rubber cutting edge (OPTIONAL)
- Spring trip cutting edge
- 35 Degree angle with cross over relief valve protection
- 34" High mouldboard with lateral float
- Standard Carbon cutting edge, optional Boron and Carbide cutting edge

30 - 80 HORSEPOWER
MAX OPERATING WEIGHT: 10,000 lbs.

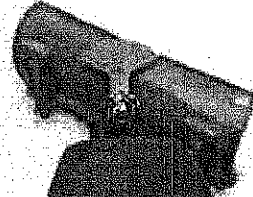
60 - 125 HORSEPOWER
MAX OPERATING WEIGHT: 25,000 lbs.



Scoop



V-Blade



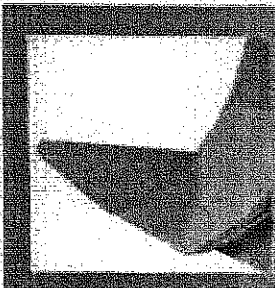
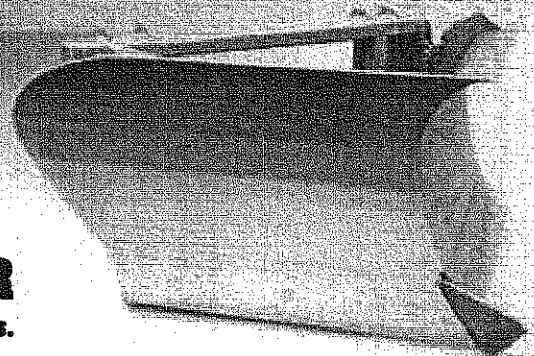
Angle Blade (right & left)



W-BLADE

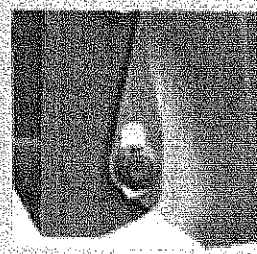
- Replaceable, Reversible steel cutting edge
- Replaceable, Reversible rubber cutting edge (OPTIONAL)
- Spring trip cutting edge
- Q-tach or direct fit to accept most makes of loaders

30 - 80 HORSEPOWER
MAX OPERATING WEIGHT: 10,000 lbs.



Front Shoe

Front Shoe guides blade over obstacles, avoiding damage to equipment and property.



Sliding Hinge

Sliding Hinge allows blade to follow contour of surface.

SNOWBLADES

SNOWBLADES

Part # Width (in.) Mouldboard Height (in.) Weight (lbs.)

1000 Series Snowblades			
SB100054	54	20	300
SB100060	60	20	310
SB100066	66	20	325
SB100072	72	20	335
SB100078	78	20	345


20-35 HP

2000 Series Snowblades			
SB200060	60	24	460
SB200072	72	24	490
SB200078	78	24	505
SB200084	84	24	535
SB200090	90	24	565
SB200096	96	24	595


30-50 HP

3000 Series Snowblades			
SB300006	72	30	750
SB300007	84	30	900
SB300008	96	30	950
SB300009	108	30	1000

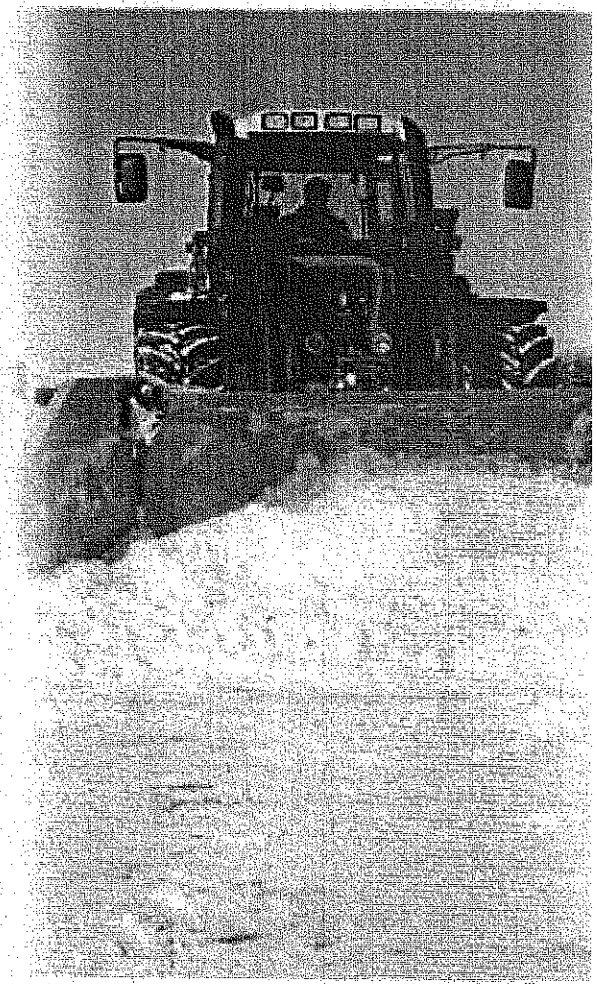

30-80 HP

4000 Series Snowblades			
SB400009	108	34	1600
SB400010	120	34	1650
SB400012	144	34	1925
SB400014	168	34	2050


60-125 HP

5000 Series Snowblades			
SB500010	120	42	2130
SB500012	144	42	2405
SB500014	168	42	2720
SB500016	192	42	2960


90-200 HP



SNOWBLADES

Part # Width Closed (in.) Width Open (in.) Mouldboard Height (in.) Weight (lbs.)

3200W Series Snowwing				
SB3200W611	72	132	30	1300
SB3200W712	84	144	30	1360
SB3200W813	96	156	30	1420
SB3200W914	108	168	30	1480

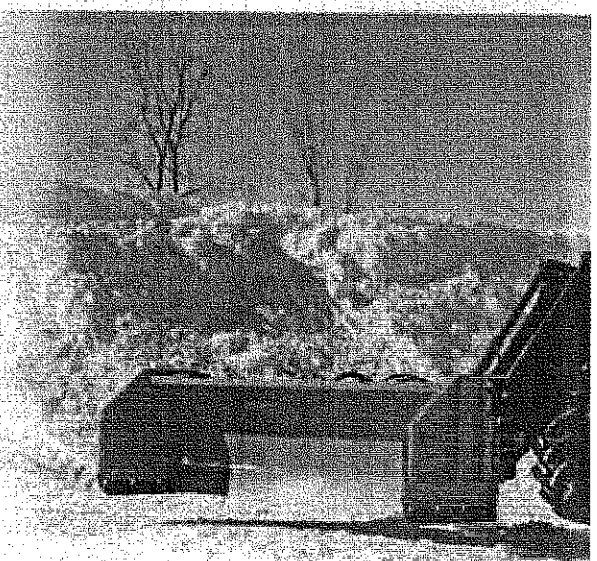

50-85 HP

4200W Series Snowwing				
SB4200W814	93.5	165.5	34	2050
SB4200W915	108	180	34	2090
SB4200W1016	120	192	34	2140
SB4200W1218	144	216	34	2415
SB4200W1420	168	240	34	2540


80-150 HP

5200W Series Snowwing				
SB5200W915	108	180	42	2950
SB5200W1016	120	192	42	3050
SB5200W1218	144	216	42	3320
SB5200W1420	168	240	42	3585
SB5200W1622	192	264	42	3855


110-200 HP



Part # Width (in.) Mouldboard Height (in.) Weight (lbs.)

2500 Series Snowpushers

SP250072	72	30	525
SP250084	84	30	555
SP250096	96	30	595


30-50 HP

3500 Series Snowpushers

SP350007	84	38	805
SP350008	96	38	855
SP350009	108	38	905
SP350010	120	38	955


30-80 HP

3800 Series Snowpushers

SP380010	120	38	1350
SP380012	144	38	1450
SP380014	168	38	1550


60-125 HP

4500 Series Snowpushers

SP450010	120	34	1800
SP450012	144	34	2075


60-125 HP

5500 Series Snowpushers

SP550012	144	42	2900
SP550014	168	42	3165
SP550016	192	42	3400


90-200 HP

Part # Width Closed (in.) Mouldboard Height (in.) Weight (lbs.)

V-Blade

VP48 (Std.)	48	24	405
VP54 (Std.)	54	24	420
VP60 (Std.)	60	24	435


30-80 HP

Part # Width Straight (in.) Width Veed (in.) Width Scooped (in.) Mouldboard Height (in.) Weight (lbs.)

3600 Six-Way Blade

SB3600V60	60	56	43	29	640
SB3600V66	66	61	48	29	715
SB3600V72	72	66	53	29	790
SB3600V78	78	71	58	29	865
SB3600V84	84	76	63	29	940


30-80 HP

4600 Six-Way Blade

SB4600V09	108	94	85	34	1450
SB4600V10	120	103	95	34	1575
SB4600V12	144	113	105	34	1700


60-125 HP

