

ITEM MOT 2015-6123

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/17/2015

SUBJECT:	SUBMITTED BY:
Bid - 2015 Crack Sealing (CIP Projects ST-004C)	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the 2015 Crack Sealing Project to Denler, Inc. of Mokena, Illinois in the amount of \$200,000.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY15 budget includes \$200,000 in the Capital Projects Fund for this project.

RECOMMENDATION

Approval on the March 17, 2015 consent agenda.

BACKGROUND

This project is a component of the 2015 Roadway Maintenance Program (CIP Project ST-004). The scope of this project includes crack sealing on approximately 30 miles of Village streets. In 2014, a Call for Bids (CFB) was issued by the Village of Downers Grove on behalf of the DuPage Municipal Partnering Initiative (MPI), which was published in accordance with the Village's Purchasing Policy. Eight other communities took part in this bidding process. The 2014 contract was awarded to Denler, Inc., with unit prices that were approximately 2% less than the Village received in 2013. In addition to the bid pricing for 2014, the contract included optional pricing for years 2 and 3 (2015 and 2016). The "Year 2" unit prices are roughly 2.5% higher than the 2014 pricing, and the members of the DuPage MPI have agreed that it is advantageous to utilize this pricing rather than re-bid for work in 2015.

Denler has satisfactorily performed work of similar scope on multiple projects for Downers Grove, Lombard, and other surrounding communities. Staff recommends award of this contract to Denler, Inc.

ATTACHMENTS

Contract
Agreement Acceptance
Contractor Evaluation Form

CALL FOR BIDS

CFB # ST-004C

BID DOCUMENTS AND SPECIFICATIONS

CRACK SEALING AND SEAL COATING SERVICES

FOR THE MUNICIPALITIES OF:

**BURR RIDGE, DOWNERS GROVE, GLEN ELLYN, HINSDALE,
LOMBARD, VILLA PARK, WAYNE, WEST CHICAGO, AND WOODRIDGE**



**VILLAGE OF DOWNERS GROVE
PUBLIC WORKS
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
(630) 434-5460**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Downers Grove Public Works Department, 5101 Walnut Ave, Downers Grove, IL 60515 until 10:00 a.m. local time on April 2, 2014, and then at said office publicly opened and read aloud for the following:

**CFB NO: ST-004C
CFB ON: CRACK SEALING AND SEAL COATING SERVICES FOR
THE MUNICIPALITIES OF:**

BURR RIDGE, DOWNERS GROVE, GLEN ELLYN, HINSDALE, LOMBARD, VILLA PARK, WAYNE, WEST CHICAGO, AND WOODRIDGE

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON MARCH 26, 2014 AT 10:00 AM AT THE DOWNERS GROVE PUBLIC WORKS DEPARTMENT, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515.

Scope of work includes: seal coating, routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Municipalities.

Plans, specifications and bid forms may be obtained at DOWNERS GROVE PUBLIC WORKS DEPARTMENT, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515, or by calling (630) 434-5460.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Downers Grove for not less than five percent (5%) of the bid amount.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Village Council.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Downers Grove reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: March 19, 2014

SUBMISSION INFORMATION

Village of Downers Grove Public Works Department
5101 Walnut Ave
Downers Grove, IL 60515

INVITATION # ST-004C
BID OPENING DATE: April 2, 2014
TIME: 10:00 A.M. Local Time
LOCATION: Public Works

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Denler, Inc.
Address: 19148 S. 104th Ave.
City, State, Zip Code: Mokena, IL 60448

Crack Sealing and Seal Coating Services
per the specifications identified herein

I. BASE BID ITEMS**A. CRACK SEALING ASPHALT PAVEMENT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	355,414	LB	\$ <u>1.253</u>	\$ <u>445,333.74</u>
2 Year 2 (optional)	352,800	LB	\$ <u>1.284</u>	\$ <u>452,995.20</u>
3 Year 3 (optional)	351,800	LB	\$ <u>1.316</u>	\$ <u>462,968.80</u>

B. CRACK AND JOINT SEALING PCC PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	1,898	LB	\$ <u>2.95</u>	\$ <u>5599.10</u>
2 Year 2 (optional)	1,900	LB	\$ <u>2.98</u>	\$ <u>5662.00</u>
3 Year 3 (optional)	1,900	LB	\$ <u>3.03</u>	\$ <u>5757.00</u>

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Fiber-Asphalt Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	65,200	LB	\$ <u>1.355</u>	\$ <u>88,346.00</u>
2 Year 2 (optional)	65,000	LB	\$ <u>1.388</u>	\$ <u>91,469.20</u>
3 Year 3 (optional)	65,000	LB	\$ <u>1.423</u>	\$ <u>92,495.00</u>

D. SEAL COAT BIKE PATH

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Bike Path per the specifications identified herein- Year 1	13,570	SY	\$ <u>.783</u>	\$ <u>10,625.31</u>
2 Year 2 (optional)	13,060	SY	\$ <u>.79</u>	\$ <u>10,317.40</u>
3 Year 3 (optional)	15,360	SY	\$ <u>.80</u>	\$ <u>12,288.00</u>

BASE BID – YEAR 1 TOTALS

\$ 549,904.15

E. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT MUNICIPAL FACILITY

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)	Annual Discount
Village of Burr Ridge	Yes	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u> 1 </u> %
Village of Downers Grove	No		<u> n/a </u> %
Village of Glen Ellyn	Yes	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u> 1 </u> %
Village of Hinsdale	Yes	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u> 1 </u> %
Village of Lombard	No		<u> n/a </u> %
Village of Villa Park	Yes	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u> 1 </u> %
Village of Wayne	No		<u> n/a </u> %
City of West Chicago	No		<u> n/a </u> %
Village of Woodridge	No		<u> n/a </u> %

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: David J. Denter Company Name: Denter, Inc.
Typed/Printed Name: David J. Denter Date: 3/25/14
Title: President Telephone Number: 708 479 5005
E-mail: djond@msn.com

GENERAL TERMS AND CONDITIONS**MARCH 2014****1. INTENT**

It is the intent of the Village of Burr Ridge (BURR RIDGE), the Village of Downers Grove (DOWNERS GROVE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the Village of Wayne (WAYNE), the City of West Chicago (WEST CHICAGO), and the Village of Woodridge (WOODRIDGE) (collectively, the "Municipalities") to jointly bid roadway crack sealing and bike path seal coating services and award these services to a single contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Downers Grove is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

2. PRE-BID CONFERENCE

A NON-MANDATORY PRE-BID CONFERENCE will be held on March 26, 2014 at 10:00 a.m. at the VILLAGE OF DOWNERS GROVE PUBLIC WORKS DEPARTMENT, 5101 WALNUT AVE, DOWNERS GROVE, ILLINOIS 60515.

Contractors interested in bidding this work are urged to attend the pre-bid conference. Attendance at this meeting is not mandatory; however, contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

3. BID PRICE

Please submit pricing for the base bid items, which include year one (1) pricing for all work items.

As optional pricing, the Municipalities request fixed pricing for year two (2) and year three (3) for crack sealing asphalt pavement, crack and joint sealing PCC pavement, fiber-asphalt crack sealing, and seal coating bike paths.

The Contractor shall identify the discount for each Municipality if equipment staging is allowed at municipal facilities.

The Municipalities reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the municipality.

4. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Downers Grove to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Downers Grove will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

5. VOLUME/ESTIMATED QUANTITY

The quantities indicated are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether for more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

6. **AWARD**

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by each Municipality on a total lump sum for its portion of the base bid. The Municipalities reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Municipalities. The Village of Downers Grove further reserves the right to reject any or all bids.

Each year, the individual Municipalities shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

7. **TERM**

The Agreement shall be in effect for one (1) year from date of award. The Village of Downers Grove reserves the right to renew the Agreement for two (2) additional one (1) year terms, subject to acceptable performance by the Contractor and price identified herein. At the end of any contract term, the Village of Downers Grove reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place.

Work in each Municipality shall begin in spring/summer 2014, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide services for the Municipalities per the schedule that each Municipality coordinates with the Contractor.

The Contractor will begin services for the Municipalities in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a municipality upon mutual written consent by the municipality and the Contractor.

For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

8. **CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 8.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality as security for the faithful performance of the municipality's contract; and
- 8.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality.
- 8.3 Documents required by this section must be received and approved by the municipality before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

9. **MODIFICATIONS**

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the Municipality's Corporate Authorities.

10. CONTACT WITH MUNICIPAL PERSONNEL

All bidders are prohibited from making any contact with the respective Municipalities' Presidents/Mayors, Trustees, Council Members, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the call for bids, other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the call for bids. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

11. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipalities require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and any Municipality, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the Municipality to take appropriate measures to ensure the fairness of the bidding process.

The Village of Downers Grove requires all bidders to submit a certification, enclosed with this bid packet, indicating that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all bidders acknowledge and accept that if any Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

12. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Downers Grove is the only official source for bid packages and supporting materials. Registration with the Village of Downers Grove is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Downers Grove cannot ensure that bidders who obtain bid packages from sources other than the Village of Downers Grove will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Municipalities' discretion, be rejected as non-responsive and/or their bid disqualified. In such cases, the Village of Downers Grove will NOT re-release the project absent extraordinary circumstances.

13. PREVAILING WAGE

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.

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 Municipality 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.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the

job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

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 Municipality will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

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.

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

14. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Since 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 Municipality 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 MUNICIPALITY.** 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 Municipality reserves the right to check the pay stubs of the workers on the job. The Municipality further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

15. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ at least 90% Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Downers Grove's Village Attorney.

16. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

17. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

18. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but may not be limited to:

- A. Bid pricing
- B. Compliance with specifications
- C. Previous Municipality Experience
- D. Submittal compliance

- E. References
- F. Not currently suspended from participation in any Local, State or Federal Projects

19. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit
- H) Campaign Disclosure Certificate

20. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the Village of Downers Grove is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

21. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship are to be used.

22. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Downers Grove will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities for the base bid (year one), years two (2) and/or three (3), the Municipalities reserve the right to reject such bid at the discretion of the Village of Downers Grove.

23. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the Municipalities, even though not specifically detailed or mentioned.

24. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Andy Sikich asikich@downers.us. Questions must be submitted **no later than 4:00 p.m. on March 27, 2014.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

25. CAMPAIGN DISCLOSURE

- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and equipment covered by said Act.

27. RESPONSIVE BID

- 27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 27.2 Bidders shall promptly notify the Village of Downers Grove of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

28. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Downers Grove shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the CFB, and as otherwise required by the Village of Downers Grove, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each additional Municipality for work performed

29. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period if applicable, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

29.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

29.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$1,000,000
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29.5 **Umbrella Coverage:** \$2,000,000.

29.6 Contractor agrees that with respect to the above required insurance:

29.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;

29.6.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.6.3 The Contractor's insurance shall be primary in the event of a claim.

29.6.4 **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.6.5 A **Certificate of Insurance** that states **each Municipality** has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number _____ on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

29.7 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, each municipality may purchase such insurance coverages and charge the expense

thereof to the Contractor.

30. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Burr Ridge, the Village of Downers Grove, the Village of Glen Ellyn, the Village of Hinsdale, the Village of Lombard, the Village of Villa Park, the Village of Wayne, the City of West Chicago, and the Village of Woodridge , and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this Contract . The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Municipalities, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

31. CHANGE IN STATUS

The Contractor shall notify each Municipality immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in the normal course of business. The Municipalities shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

32. CHANGE ORDERS

The Municipalities believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the municipality prior to execution.

32.1 Change Orders shall comply with 720 ILCS 5/33E-9.

32.2 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Municipality . (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager or other authorized agent.

32.3 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

32.4 A written Change Order must be issued by the affected Municipality's Purchasing Manager or other authorized agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

33. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices for each Municipality detailing the services provided directly to the respective Municipality . All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipalities. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Burr Ridge
Paul D. May, P.E.
Director of Public Works
451 Commerce Street
Burr Ridge, IL 60527

Village of Downers Grove
Andy Sikich
5101 Walnut Ave
Downers Grove, IL 60515

Village of Glen Ellyn
Julius Hansen, DPW
30 S. Lambert Road
Glen Ellyn, IL 60137

Village of Hinsdale
George Franco
19 E. Chicago Ave
Hinsdale, IL 60521

Village of Lombard
Tom Dixon
1051 S. Hammerschmidt Ave.
Lombard, IL 60148

Village of Villa Park
Public Works Department
Attn: Kevin Mantels
20 South Ardmore Ave.
Villa Park, IL 60181

Village of Wayne
Attn: Dan Lynch
5 N 430 Railroad Street
PO Box 532
Wayne, IL 60182

City of West Chicago
Director of Public Works
475 Main Street
West Chicago, IL 60185

Village of Woodridge
Adam Frederick, P.E.
Department of Public Works
1 Plaza Drive
Woodridge, IL 60517

34. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Downers Grove Call. for Bids General Terms & Specifications and the Contractor's Bid Response.

35. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in 18th Judicial Circuit Court of DuPage County.

36. NON-ENFORCEMENT BY THE MUNICIPALITIES

The Contractor shall not be excused from complying with any of the requirements of this Contract because of any failure on the part of the Municipality, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

37. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipality.

38. TERMINATION

The Village of Downers Grove reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

39. VILLAGE CONTRACTOR'S LICENSE

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is performed.

40. AUDIT/ACCESS TO RECORDS

A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Municipality or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to

include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.

- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

41. GUARANTEE

Contractor shall guarantee all work performed under this contract for a period of one (1) year. Said guarantee period shall begin upon final acceptance of all improvements by the municipality.

42. COOPERATION WITH FOIA COMPLIANCE

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

LABOR STATUTES, RECORDS AND RATES**CONSTRUCTION CONTRACTS**

for

MUNICIPALITIES - STATE OF ILLINOIS**MARCH 2014**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
 - 4.1.1 The Municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Municipality by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

6.0. DRUG FREE WORK PLACE

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

6.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

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

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

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

7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act..

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 PATRIOT ACT COMPLIANCE

8.1 The Contractor 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 Contractor further represents and warrants to the Village that the it 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 Contractor 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.

The Contractor will include verbatim or by reference the provisions contained herein 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. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the municipality or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

TECHNICAL TERMS AND CONDITIONS**MARCH 2014****1. SCOPE OF WORK**

The Village of Downers Grove requests bids for roadway crack sealing and bike path seal coating services, which will include routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, installation of the compound within routed and cleaned cracks, and seal coating of bike paths, to be performed throughout the Village of Burr Ridge (BURR RIDGE), the Village of Downers Grove (DOWNERS GROVE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the Village of Wayne (WAYNE), the City of West Chicago (WEST CHICAGO), and the Village of Woodridge (WOODRIDGE) (collectively, the "Municipalities"). The successful bidder ("Contractor") will provide seal coating per the specifications in the attached Appendix A, as well as crack sealing services (i.e., crack routing, crack cleaning, and crack filling) per the Illinois Department of Transportation (IDOT) specifications offered in sections 451 and 452 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2012) - Supplemental Specifications and Recruiting Special Provisions (Adopted January 1, 2014), as amended by the attached **Appendix A**.

2. PROJECT DELIVERABLES / QUANTITIES

The Contractor shall seal coat, route cracks, clean routed cracks, provide crack sealant compound, and install the compound within routed and cleaned cracks at various locations throughout the Municipalities per the specifications shown in **Appendix A**. Per **Appendix A**, the Contractor shall provide sealant that meets IDOT specifications offered in section 1050.02 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2012) - Supplemental Specifications and Recruiting Special Provisions (Adopted January 1, 2014)." On the request of the Municipalities, the Contractor will provide proof that the sealant it is providing meets the IDOT specifications. The contractor shall not be permitted to work in the rain or install sealant into cracks in which water is standing. The tables below provide estimates for locations and quantities for services/good to be provided. The quantities listed in the table are estimated quantities. The actual quantities ordered by the Municipalities may be fewer or greater than those listed depending on the conditions of the Municipalities' roadways during a particular year. Numbers of general locations (e.g., roadways) are offered for only the year 2014. The number of locations for the years 2015 and 2016 may differ from the number of locations for the years 2015 and 2016. The number of locations for the years 2015 and 2016 should be similar to those listed for 2014, and should be reduced or increased proportionally where the quantities for feet of cracks and pounds of sealant are fewer or greater than those listed for the year 2014.

A. CRACK SEALING ASPHALT PAVEMENT QUANTITIES

Municipality	Year	Number of locations	Quantity	Unit
Village of Burr Ridge	2014	30	12,000	Pounds of sealant
	2015	NA	12,000	Pounds of sealant
	2016	NA	12,000	Pounds of sealant
Village of Downers Grove	2014	84	92,000	Pounds of sealant
	2015	NA	92,000	Pounds of sealant
	2016	NA	92,000	Pounds of sealant
Village of Hinsdale	2014	3	3,800	Pounds of sealant
	2015	NA	3,800	Pounds of sealant
	2016	NA	3,800	Pounds of sealant

Village of Lombard	2014	78	95,000	Pounds of sealant
	2015	NA	95,000	Pounds of sealant
	2016	NA	95,000	Pounds of sealant
Village of Villa Park	2014	14	35,000	Pounds of sealant
	2015	NA	35,000	Pounds of sealant
	2016	NA	35,000	Pounds of sealant
Village of Wayne	2014	15	16,000	Pounds of sealant
	2015	NA	16,000	Pounds of sealant
	2016	NA	16,000	Pounds of sealant
City of West Chicago	2014	4	28,000	Pounds of sealant
	2015	NA	28,000	Pounds of sealant
	2016	NA	28,000	Pounds of sealant
Village of Woodridge	2014	55	73,614	Pounds of sealant
	2015	NA	71,000	Pounds of sealant
	2016	NA	70,000	Pounds of sealant
2014 TOTAL			355,414	Pounds of sealant
2015 TOTAL			352,800	Pounds of sealant
2016 TOTAL			351,800	Pounds of sealant

B. CRACK AND JOINT SEALING PCC PAVEMENT QUANTITIES

Municipality	Year	Number of locations	Quantity	Unit
Village of Glen Ellyn	2014	3	500	Pounds of sealant
	2015	NA	500	Pounds of sealant
	2016	NA	500	Pounds of sealant
Village of Lombard	2014	7	1,398	Pounds of sealant
	2015	NA	1,400	Pounds of sealant
	2016	NA	1,400	Pounds of sealant
2014 TOTAL			1,898	Pounds of sealant
2015 TOTAL			1,900	Pounds of sealant
2016 TOTAL			1,900	Pounds of sealant

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT QUANTITIES

Village of Downers Grove	2014	41	45,200	Pounds of sealant
	2015	NA	45,000	Pounds of sealant
	2016	NA	45,000	Pounds of sealant
Village of Glen Ellyn	2014	10	20,000	Pounds of sealant
	2015	NA	20,000	Pounds of sealant
	2016	NA	20,000	Pounds of sealant
2014 TOTAL			65,200	Pounds of sealant
2015 TOTAL			65,000	Pounds of sealant
2016 TOTAL			65,000	Pounds of sealant

D. SEAL COAT BIKE PATH QUANTITIES

Municipality	Year	Number of locations	Quantity	Unit
Village of Woodridge	2014	3	13,570	Square Yards
	2015	NA	13,060	Square Yards
	2016	NA	15,360	Square Yards
2014 TOTAL			13,570	Square Yards
2015 TOTAL			13,060	Square Yards
2016 TOTAL			15,360	Square Yards

3. SWEEPING AND COLLECTION OF DEBRIS

The Contractor shall mechanically sweep all streets with a street sweeper or equipment agreeable to the Engineer within 48 hours after it has been crack sealed. The removal of any excess debris blown or deposited onto parkways, sidewalks, walkways or driveways shall be included. Upon completion of sweeping and collection of debris, all roadways and adjacent areas must present an appearance that is satisfactory to the Engineer. This work will not be paid for separately and shall be included in the cost of the overall contract work.

4. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY

For each year of the contract, each Municipality will supply the Contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide crack sealing services. Each Municipality will also supply the Contractor with a list of the locations within its territory for which the Contractor will provide crack sealing services. Each list will show the estimated quantity for each location.

5. SCHEDULING OF WORK

Each year, the Municipalities shall schedule their work with the Contractor independently of each other. The Contractor will not be required to provide crack sealing services simultaneously in each Municipality; however, it shall complete the total volume of crack sealing services required by each Municipality within the term specified herein.

The Contractor shall provide crack sealing services for the Municipalities within the construction hours allowed by their local ordinances. For example, for Downers Grove, the construction hours will be on weekdays, 7:00 am to 7:00 pm. The Municipalities may prohibit the Contractor from working on weekends or holidays.

6. CONTRACTOR'S PERSONNEL

While working for the Municipalities, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

7. CONTRACTOR'S EQUIPMENT

Each Municipality may provide the Contractor space at its Public Works facility to store equipment while the Contractor is providing the Municipality crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

8. LANE/ROADWAYS CLOSURES

The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the Municipalities. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the Municipalities, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. Lane closures on roads with higher traffic volumes, as determined by the Engineer, shall be limited to one lane at a time, with flaggers used as necessary. Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

9. DELIVERY OF SERVICES/GOODS

The Contractor shall deliver services at the locations specified by each Municipality on the map and list of locations that the Municipality provides to the Contractor.

10. TERM

The term of this contract shall be one year with two optional one-year renewals. Each year, the Contractor shall provide services for each Municipality per the schedule that each Municipality coordinates with the Contractor. The Contractor will begin providing services for the Municipalities in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a Municipality if the extension is mutually agreed by the Municipality and the Contractor.

11. ADVANCE NOTICE TO RESIDENTS

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths scheduled to be crack sealed and/or seal coated. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. crack sealing or seal coating), the dates it is planned for, and "no parking" (if applicable), or any other language approved/required by the Municipality.

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

12. PRICING

Bidders will provide pricing for this contract per pound of crack sealant, or per square yard of seal coat, to be provided (installed per the specifications contained herein). A bidder's per-pound or per-square yard pricing will include all of its costs, including its costs for materials, installation services, sweeping/clean-up, the providing of advance notice about these services to residences, and any other incidental items of work included in this contract.

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: Village of Romeoville
 Address: 13 Montrose Dr.
 City, State, Zip Code: Romeoville, IL
 Contact Person/
 Telephone Number: Eric Bjork 815 886 1870
 Dates of Service/Award
 Amount: 2013 - \$ 200,000. -

Municipality: Village of Tinley Park
 Address: 16250 S. Oak Park Ave.
 City, State, Zip Code: Tinley Park, IL 60418
 Contact Person/Telephone
 Number: Dale Schepers 708 444 - 5500
 Dates of Service/Award
 Amount: 2013 - \$ 125,000. -

Agency: DuPage County Dept. of Trans.
 Address: 421 N. County Farm Rd.
 City, State, Zip Code: Wheaton, IL
 Contact Person/
 Telephone Number: Steve Mylnarczyk 630 407 6900
 Dates of Service/Award
 Amount: 2013 - \$ 282,000. -

Agency: Village of Lombard
 Address: 1051 S. Hammerschmidt
 City, State, Zip Code: Lombard, IL
 Contact Person/
 Telephone Number: Tom Dixon 630 620 5740
 Dates of Service/Award
 Amount: 2013 - \$ 100,000. -

Agency: Village of Lisle
 Address: 1042 Burlington Ave.
 City, State, Zip Code: Lisle, IL
 Contact Person/
 Telephone Number: Dennis Michaels 630 271 4100
 Dates of Service/Award
 Amount: 2013 - \$ 55,000. -

DISQUALIFICATION OF CERTAIN BIDDERS

(i)

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

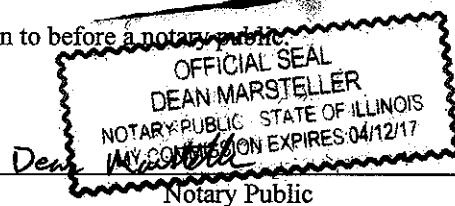
Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Bidder if the Bidder is an Individual)
 (Signature of Partner if the Bidder is a Partnership)
 (Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 25 day of March, 2014



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

David J Benter, being first duly sworn,

deposes and says that he is President
(Partner, Officer, Owner, Etc.)

of Benter, Inc.
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Signature]
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 25 day of March, 2014

Deanna M. [Signature]
OFFICIAL SEAL
DEANNA M. [Signature]
NOTARY PUBLIC - ILLINOIS
MY COMMISSION EXPIRES 04/11/17

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

Denler, Inc., hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

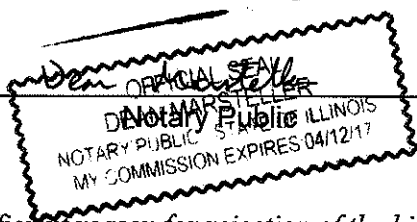
Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Downers Grove may disqualify the bid or the affected Municipality may void any award and acceptance that the Municipality has made.

[Handwritten Signature]

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 25 day of March, 2014



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

David J. Nealer, being first duly sworn, deposes and says that (s)he is
President of Nealer, Inc.
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

David J. Nealer
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 25 day of March, 2014

Dean Marsteller
Notary Public


Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

None to be used

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

David J. Denter, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is President of Denter, Inc.
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

David J. Denter
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 25 day of March, 2014

Dean Marsteller
Notary Public OFFICIAL SEAL
DEAN MARSTELLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/12/17

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

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.

David J. Aencer

Signature

David J. Aencer

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

**TECHNICAL TERMS AND CONDITIONS
(APPENDIX A)****MARCH 2014****CRACK SEALING ASPHALT PAVEMENT**

Description: This work shall be done in accordance with Section 451 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

General. Crack routing shall be ½ in. wide by ½ in. deep.

Unless otherwise directed by the Engineer, the crack seal material placement configuration along joint between edge of pavement and curb shall be reservoir with flush fill. Other primary working cracks shall be reservoir with 2 in "band aid" effect.

Method of Measurement. Crack routing shall not be measured for payment.

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

CRACK AND JOINT SEALING PCC PAVEMENT

Description: This work shall be done in accordance with Section 452 of the SSRBC except as amended or modified herein.

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

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

Method of Measurement. Joint or Crack routing shall not be measured for payment.

Basis of Payment: This work shall be paid for at the contract unit price per **POUND** for **CRACK AND JOINT SEALING PCC PAVEMENT**. Where necessary, work to furnish and install backer rod per the specifications shall be considered **INCIDENTAL**.

FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Description: This work shall consist of all work necessary for furnishing and placing fiber modified asphalt in accordance with the following.

Materials: Materials shall conform to the following:

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

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

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

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

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

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

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

Property	Value
Length, in. (mm)	0.25 ± 0.02 (6.3 ± 0.5)
Denier	3 - 6
Crimps	None
Tensile Strength, Minimum, psi (MPa)	70,000 (482)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

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

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

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

Equipment: Equipment shall be according to the following:

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

Construction Requirements: The fiber-asphalt filler shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose filler. All joints and cracks to be filled shall be blown clean with an air

compressor equipped with a lance using compressed air. The cleaning operations shall be kept close to the filling operations to prevent debris being carried back into the joints and cracks before filling.

The fiber-asphalt filler shall be applied using a pressurized wand delivery system with such devices as necessary to fill the cracks and form a nominal 0.125 in. (3 mm) thick by 3 in. (75 mm) wide overseal band centered so that the center of the 3 in. (75 mm) wide band is within 1 in. (25 mm) of the crack. The fiber-asphalt shall be applied taking care to not use excessive material in either thickness or location.

The Engineer will determine the extent that fine cracks are filled. Care shall be taken to not place filler on top of pavement markings, manholes and drainage castings.

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

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

Basis of Payment: This work will be paid for at the contract unit price per **POUND** for **FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT**.

SEAL COAT BIKE PATH

This work shall be in accordance with applicable portions of Sections 403 and 1004 of the Standard Specifications and the following provisions.

Preparation of Pavement:

All areas to be sealed shall be thoroughly cleaned. All hardened accumulations of grease, gum, clay or other foreign matter shall be loosened by scraping and wire brushing. The surface is to be blown clean to remove loosened debris, sand, loose aggregates, dust and any other foreign matter. Spot flushing may be necessary to remove other substances. Oil and grease shall be scraped and/or burned off. Any existing thermoplastic markings shall be removed prior to seal coat application. Oil deeply impregnated in the surface shall be sealed with shellac, "Petro-Seal" primer or other suitable sealer(s) prior to applying sealcoat.

Once the pavement area has been properly prepared, including traffic control, cleaning, patching, crack filling etc. the Contractor shall begin seal coating operations.

Materials:

Two (2) coats of Polymer Modified MasterSeal mineral reinforced asphalt emulsion from Sealmaster Corporation or approved equal by the engineer shall be used. The sealer material furnished under this specification shall be certified by the manufacturer to meet composition and performance requirement, one coat squeegee, and one coat spray.

Sand shall be clean, dry silica free from foreign matter. It shall have an AFS rating of 50 to 90 with no more than 2% retained on a No. 30 U.S. sieve or coarser, no more than 14% passing a No. 140 U.S. sieve, and no more than 3% passing a No. 200 U.S. sieve. Examples: Wedron #730, Ottawa #F-80, Manley #85, or equivalent. The rate of sand per unit of sealer material shall be in accordance with the manufacturer's specifications.

Polymer Modified MasterSeal mineral reinforced asphalt emulsion or approved equal shall be applied according to the manufacturer's specifications. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

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

BID BOND

Hudson Insurance Company
100 William Street, New York, NY 10038

CONTRACTOR:*(Name, legal status and address)*

Denler, Inc.
 19148 S. 104th Avenue
 Mokena, IL 60448

SURETY:*(Name, legal status and principal place of business)*

Hudson Insurance Company
 100 William Street
 New York, NY 10038

OWNER:*(Name, legal status and address)*

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

BOND AMOUNT:

5% of Bid Amount

PROJECT:*(Name, location or address, and Project number, if any)*

Crack Sealing & Seal Coating Services, Various Locations

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25 day of March, 2014.

[Signature]
(Witness)

Denler, Inc. [Signature]
(Principal) (Seal)
President
(Title)

[Signature]
(Witness)

Hudson Insurance Company
(Surety) (Seal)
[Signature]
(Title) Attorney-in-Fact



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Elizabeth T. Buttle
Lynn M. Blaylock and Dawn-Denise Szpisjak

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 27th day of July, 2012 at New York, New York.



Dina Daskalakis, Assistant Corporate Secretary

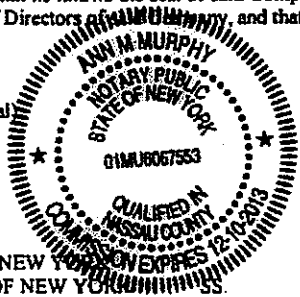
HUDSON INSURANCE COMPANY

By Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 27th day of July, 2012 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2013

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 25 day of March, 2014

By Dina Daskalakis, Assistant Corporate Secretary

AGREEMENT ACCEPTANCE**CFB #ST-004C
CRACK SEALING SERVICES - 2015****ACCEPTANCE**

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Downers Grove ("Owner") this _____ day of _____, 20___. This acceptance is for work in the 2015 calendar year only.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work in the 2015 calendar year, and the compensation therefore, which shall not exceed **\$200,000.00**, and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions. The actual amount paid will be based on measured quantities of actual work in place, per the "Year 2" optional unit pricing specified in the Contract/Bid.

By:

Title:



Village of Downers Grove

Contractor Evaluation

Contractor: Denler

Project: ST-004-C Crack Filling and Seal Coat

Primary Contact: Jessie Salazar Phone: (708)479-5005

Time Period:

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: _____

Change Orders (attach information if needed): Added locations with trip hazards

Difficulties / Positives:

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: David Iovinelli

Date: 1/21/15