

ITEM MOT 2015-6211

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
5/12/2015

SUBJECT:	SUBMITTED BY:
Parking Lot H Improvements - P-005	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Parking Lot H Improvements to Kee Construction, LLC of Chicago, Illinois in the amount of \$1,401,586.72, which includes a 1.5% contingency amount.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The total project budget is \$1,403,311. The FY15 budget includes \$500,000 in the Parking Fund for the construction of this project. A grant agreement with Metra provides an additional \$903,311.

RECOMMENDATION

Approval on the May 19, 2015 consent agenda.

BACKGROUND

This project consists of the complete reconstruction of Parking Lot H, located southwest of the Belmont Road railroad crossing, which serves the Belmont Commuter Station. There are 257 permit spaces, 68 daily fee spaces and 20 disabled parking spaces in Lot H. The project scope includes replacement of pavement, curb and gutter, and storm sewers and installation of a bio-swale median and an upgraded lighting system.

This project will be completed in one phase, with a project duration of 12 weeks (beginning by June 15, 2015 and completed by September 7, 2015). Within the total contract award there is also funding for two-phase construction if enough alternative temporary leased parking cannot be acquired and a 1.5% contingency. The contingency would cover additional costs for the removal of unsuitable materials if encountered during construction.

The parking lot will not be open for parking during construction. A total of 381 temporary parking spaces will be provided along nearby Village streets and in private parking lots. Staff is working with Pace and Metra to identify alternate parking locations and to encourage the park and ride option. A plan to communicate about changes to parking and circulation with commuters and residents is being developed. In the event that sufficient temporary parking is not made available, the parking lot will be constructed in two phases, allowing 174 cars to park in the lot during construction.

A Call for Bids (CFB) was issued and published in accordance with the grant agreement and the Village's Purchasing Policy. Seven bids were received by the due date of March 23, 2015. A condition of the Federal funding provided by Metra is that all bids are subject to review by Metra for compliance with Disadvantaged Business Enterprise (DBE) requirements. Upon review, Metra has deemed the following bidders non-responsive due to noncompliance with DBE requirements:

- Abbey Paving and Sealcoating Co, Inc.
- Chicagoland Paving Contractors, Inc.
- Fox Excavating, Inc.

A synopsis of the bids is as follows:

Contractor	Total Bid
Abbey Paving and Sealcoating Co, Inc.	\$1,336,632.60
Kee Construction	\$1,380,873.62
A Lamp Concrete Contractors, Inc.	\$1,408,347.80
Chicagoland Paving Contractors, Inc.	\$1,437,811.60
Schroeder Asphalt Services, Inc.	\$1,459,656.00
Fox Excavating, Inc.	\$1,557,198.35
Central Blacktop Co, Inc.	\$1,678,601.60

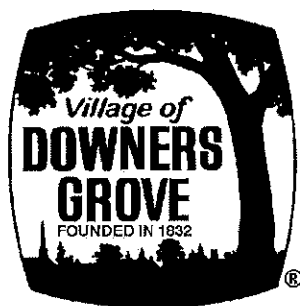
The lowest responsive bidder, Kee Construction, LLC, has satisfactorily completed projects similar in scope for the Burr Ridge School District, Chicago Park District, City of Countryside, Village of Glenwood, Naperville Park District, and the City of Naperville. Staff recommends award of the contract to Kee Construction, LLC.

ATTACHMENTS

Contract Documents

Metra Memo – DBE Requirements Response of Recommended Bidder(s)

Capital Project Sheet P-005



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Keel Construction
- II. Instructions and Specifications:
- A. Bid No.: P-005
 - B. For: PARKING LOT H IMPROVEMENTS
 - C. Bid Opening Date/Time: FRIDAY, MARCH 20, 2015 @10AM
 - D. Pre-Bid Conference Date/Time: FRIDAY, MARCH 13, 2015 @ 10AM
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE., DOWNERS GROVE, IL 60515
 - F. CONTRACT DOCUMENTS FOR PICKUP AT THE PUBLIC WORKS BUILDING, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
 - C. Metra Disadvantaged Business Enterprise (DBE) Compliance Requirements: 10%
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: Friday, February 27, 2015

This document comprises 125 pages

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

JIM TOCK, PE
ENGINEERING MANAGER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-2453
FAX: 630/434-5495
www.downers.us

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CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: P-005**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

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

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.

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I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: **MARCH 20, 2015 @ 10:00 AM.**
- 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Jim Tock, PE, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with

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

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

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

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
 - 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
 - 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
 - 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
 - 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
 - 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
 - 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid

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conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

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

4. BID SUBMISSION

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

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

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

5. BID MODIFICATION OR WITHDRAWAL

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

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

- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

6. BID REJECTION

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

7. BIDDER COMPETENCY

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

8. BIDDER DISQUALIFICATION

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a

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Bidder and the rejection of their Bid.

- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
- 8.1.2 Evidence of collusion among Bidders.
- 8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.
- 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
 - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
 - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
 - 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and
 - 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)

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10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

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

13. SECURITY FOR PERFORMANCE

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

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all

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subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

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II. TERMS AND CONDITIONS**18. VILLAGE ORDINANCES**

- 18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

- 19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. HOURS OF WORK

- 20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

21. PERMITS AND LICENSES

- 21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

22. INSPECTION

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

23. DELIVERIES

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

24. SPECIAL HANDLING

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

25. NONDISCRIMINATION

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

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure

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equality of employment opportunity and eliminate the effects of past discrimination;

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

25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq. and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

26. SEXUAL HARASSMENT POLICY

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

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

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

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

27. EQUAL EMPLOYMENT OPPORTUNITY

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

27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

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

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workplace.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current

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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.

- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.
- 31. PATRIOT ACT COMPLIANCE**
- 31.1 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

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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.

32. INSURANCE REQUIREMENTS

32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000 \$1,000,000 \$1,000,000	Each Accident Disease Policy Limit Disease Each Employee
Comprehensive General Liability	\$2,000,000 \$2,000,000	Each Occurrence Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section.9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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

32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

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- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

34. SUBLETTING OF CONTRACT

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

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

35. TERMINATION OF CONTRACT

- 35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.
- 35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60

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day period, until final payment is made.

36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

36.4 Please send all invoices to the attention of: Village of Downers Grove, Public Works, 5101 Walnut, Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

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

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

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41. CAMPAIGN DISCLOSURE

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

42. GUARANTEE PERIOD

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

43. SUCCESSORS AND ASSIGNS

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

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

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

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

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

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

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

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III. GENERAL PROVISIONS**1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
- 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
- 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the “Standard Specifications”) as adopted by the Illinois Department of Transportation, January 1, 2013; and
- 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the Standard Specifications are hereby suspended.

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 3.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

- 4.1 Section 108 of the Standard Specifications shall govern the prosecution and progress of the work, with the following additions:

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- 4.1.1 The Contractor shall schedule his work such that all base bid improvements shall be substantially complete by July 31, 2015. If the Village elects to award the alternate bid for phasing, all base bid and alternate bid improvements shall be substantially complete by August 28, 2015. Substantial completion shall mean all work including full parkway turf restoration. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.
- 4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.
- 4.1.3 The Contractor shall also make special note of the following work schedule requirements:
(a) N/A
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2 or 4.1.3 or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the Standard Specifications.
- 4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

- 5.1 Section 109 of the Standard Specifications shall govern measurement and payment, with the following additions:
- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors **MUST** accompany the

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Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

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IV. SPECIAL PROVISIONS

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

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

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

SP-1 GENERAL SCOPE OF WORK

Description: The project will consist of the complete removal and reconstruction of the existing Parking Lot H which is located southwest of the Belmont railroad crossing and serves the Belmont Commuter Station. The improvements will consist of but not necessarily be limited to the following:

Demolition:

This phase will include the complete removal and proper disposal of 119,010 S.F of existing asphalt pavement, 1,439 S.F. of concrete pavement and sidewalk, 2,482 feet of existing curb and gutter, removal of existing storm sewer drainage system and inlets, removal of existing signs and posts, removal of existing on-site trees, and removal of other existing on-site landscaping.

Proposed improvements:

This phase will include the excavation and embankment of approximately 11,300 C.Y. of material to re-grade the site, the installation of 107,654 S.F. of new asphalt pavement with subbase, installation of 3,851 L.F. of new B6.12 combination concrete curb and gutter, installation of a new storm sewer system, installation of a bio-swale median to improve water quality of the on-site run-off, installation of new landscaping and trees within the medians, installation of a site lighting system, installation of a concrete pad and bike racks to serve approximately 57 bicycles, and thermoplastic pavement marking of parking stalls and parking stall number designations.

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

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

All street openings made prior to November 15th shall be fully restored according to the applicable special provisions, and the street reopened to regular traffic upon the availability of hot-mix bituminous concrete. The Contractor shall assume the risk of restoration over those reaches of pipe installed but not yet pressure-tested

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for pipe integrity.

If the project requires the phasing of construction, the contractor is to follow the phasing shown in the plan set. Any variations in the phasing plan shown on the plan set must be approved in writing by the Engineer before construction begins. The contractor will not be allowed to proceed to another phase without the approval of the Engineer.

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public, and access to all individual drives within the current work zone must be restored at the end of each workday, unless a Village-approved phasing plan shows otherwise.

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

SP-3 QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including residential neighborhood and commercial street and utility removal and reconstruction. The Bidder must submit the following information for itself, and for any proposed horizontal directional drilling Sub-Contractor:

- a. Similar Project Experience
 - i. Bidder must be able to provide, upon request, detailed information regarding past similar projects performed by the submitting firm within the past five (5) years.
 - ii. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.
- b. Proposed Project Team – the Bidder must identify the project manager and full-time onsite construction supervisor (can be the same person) on the Certification of Qualifications form. Bidder must also provide qualifications of the project manager and full-time onsite construction supervisor. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.
- c. Bidder must completely fill out and submit the Certification of Qualifications form with the Bid.

SP-4 MOBILIZATION

Description: Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all Contractor's offices and buildings or other facilities necessary for work on the Project.

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

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Based on the lump sum Contract price for mobilization, partial payments will be made as follows:

Mobilization Partial Payments		
% of Original Contract Amount Completed*	Pay the Lesser of the Two	
	% of Mobilization	% of Original Contract Amount
5	50	3.0
15	75	5.0
25	100	5.0
95	100	N/A

* The Percent of Original Contract Amount Completed = the amount earned by the Contractor, excluding money earned for mobilization and material on hand, divided by the total value of the original contract (all bid items).

The total sum of all payments shall not exceed the original Contract amount bid for the mobilization item, regardless of the fact that the Contractor may have, for any reason, shut down work on the Project or moved equipment away from the Project and then back again.

When the amount bid for the mobilization exceeds 5 percent of the total original Contract amount, the Village reserves the right to withhold (on any partial estimate) the portion in excess of 5 percent until 95percent or more of the original Contract amount is earned.

SP-5 EROSION AND SEDIMENTATION CONTROL

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

All downstream ditches shall be protected from erosion and sedimentation by the installation of an Engineer-approved compost filter sock, or approved equal. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of a compost filter sock. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets or compost filter socks, or approved equal, as authorized in the field by the Engineer.

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

Perimeter Erosion Barrier and Inlet Filters: Items include placement, maintenance, and removal of

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compost filter socks and filter baskets at areas designated by the Engineer.

Basis of Payment: This work will be paid for at the contract **FOOT and EACH** price, respectively, for **PERIMETER EROSION BARRIER and INLET FILTERS**, which price shall be payment in full for the work as specified herein.

SP-6 GRAVEL CONSTRUCTION ENTRANCE

Description: This work shall consist of construction and maintenance of an aggregate surface course construction entrance for entering the project site as part of construction operations, per the applicable portions of Article 107.09 of the Standard Specifications except as amended herein.

Coarse aggregate shall meet the gradation for CA-6, and meet the requirements of Article 1004.04 of the Standard Specifications.

This temporary aggregate shall be used as ramping between the existing subbase or new aggregate base and all side streets, abutting properties, and crosswalks where vehicle and pedestrian traffic is to be maintained. Removal and disposal of the temporary aggregate shall be considered incidental to this item. The Engineer may require that some or all of the temporary aggregate be reused within the project limits.

When temporary access is no longer required, the aggregate placed for its construction and maintenance shall be removed and utilized in the permanent construction or otherwise disposed of as specified in Article 202.03 of the Standard Specifications. The Engineer reserves the right to determine suitability for utilization of the reclaimed asphalt pavement used in the construction of temporary access in the permanent construction.

Basis of Payment: This work will be paid at the contract unit price per **EACH** for **GRAVEL CONSTRUCTION ENTRANCE** placed in accordance to the dimensions and thickness shown on the plans. The price shall include all costs of furnishing, placing, maintaining, removing and reusing, and removing and disposing of aggregate used in the construction of temporary access.

SP-7 TELEWISE SANITARY SERVICE

Description: This work shall consist of the following: the performance of all work necessary to gain access to, clean, inspect and record images of the existing sanitary service line serving the Metra Station Building, and the first downstream manhole from the facility. The work shall include the disposal of all debris removed from the cleaned sewer line and manhole, all in accordance with these Specifications and contract documents. The work shall include but not necessarily be limited to, performing the following tasks in accordance with these Specifications: sewer pipeline cleaning, the removal of hardened debris and the removal of hardened grease; sewer manhole cleaning; closed circuit television (CCTV) inspection of designated sewer line; and the videotape recording of images and audio from the CCTV inspection process.

Sewer pipeline/manhole cleaning: the intent of the cleaning is to (1) remove foreign materials from sewer lines to restore the capacity of the lines to a minimum of 99% of design hydraulic capacity, (2) remove foreign materials from sewer lines to allow for complete inspection using CCTV methods. And (3) remove 99% of the foreign materials from manholes. Materials and obstruction to inspection to be removed from pipes and manholes shall include, but not be limited to, sludge, mud, sand, gravel, rocks, bricks, grease, pieces of broken pipe, roots, hardened debris, protruding taps, foreign materials, etc. The inspection of the sewer lines and sewer manholes shall not proceed until the cleaning and preparation has been completed to the satisfaction of the standards detailed above.

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Television Inspection, Videotaping and Recording: the purpose of sewer line inspection via closed-circuit televising methods is to obtain quality, recorded images of the interior condition of those designated sewer lines. It shall be the sole judgment of the Engineer as to whether the recorded images are of acceptable quality. The television camera to be used for sewer line inspections shall be a pan and tilt type camera and specifically designed and constructed for such applications. It shall have panning and rotational capabilities allowing the camera head to rotate both 360 degrees and 180 degrees in both the horizontal and the vertical. The camera shall be capable of operating while the transporter is in forward drive, reverse drive, neutral and negotiating gradual bends and sweeps in pipes. The camera/transport assembly shall be capable of producing a steady image free of vibrations. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the sewer pipe, for pipes of diameter eight (8) inches to twelve (12) inches, for a distance of five (5) feet beyond the camera location. These distances specified shall be independent of the piping material.

After sufficient sewer line preparation, the sewer line shall be visually inspected by means of closed circuit televising (CCYV). The inspection shall be done one sewer line at a time, from ending structure to ending structure, with a distinct break (i.e., blank video), between televised, and recorded, sewer lines on the videotapes. The camera shall be moved through the line in either direction at a consistent, moderate speed that will allow for general viewing of the video recording. The video shall be recorded on a standard dvd. While traveling through the sewer line, the camera shall at all times be oriented such that the flow is shown at the bottom of the video image. The camera shall be stopped to televise all connections including, but not limited to, tees, taps, wyes, risers, connecting mainline pipe, etc. The camera shall pause to televise both upstream into the connection and the joint of the connection to the mainline. Additionally, the camera will be stopped and the camera head swiveled to better view any actual, or suspected, pipe or riser damage. Once documentation of the problem is completed, the camera shall continue traveling through the sewer. Tracks, manual winches, power winches, wheeled-transporters and floatation devices or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. The Contractor must continue videotaping until the camera is completely videotaping into the adjoining manholes, lampholes, flush tanks, etc. The Contractor shall take care to both completely videotape all manhole/sewer piping joints and, at each manhole, the camera lens shall be rotated so that a videotaping of as much of the manhole as possible is obtained. This shall include parts of manholes such as the inverts and benches, the barrels throughout the complete circumference of the manholes, and the castings and lids.

Basis of Payment: This work shall be paid at the contract unit price per **FOOT** of **TELEWISE SANITARY SEWER SERVICE LINE**.

SP-8 SANITARY SEWER REPLACEMENT, PVC, 6"

Description: Based on the results of televising and determination of portions of existing sanitary sewer to be replaced, this item shall include all materials, equipment and labor required to remove the existing sanitary sewer and replace with PVC pipe grade SDR 26, ASTM D2241, 160 psi pressure pipe, or better with push-on bell and spigot type with rubber ring seal gasket ASTM D3139, unless specified otherwise. The sanitary sewer shall be functional throughout the duration of the installation. All fittings required to connect and/or adjust the PVC pipe to the existing pipe shall be included in the work of this item. Joints shall conform to ASTM D-3212 Flexible elastomeric seals.

The following specific items shall be considered incidental to replacement of the sanitary sewer and their costs shall be merged into the contract unit price per **FOOT** of the sanitary sewer pipe.

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1. Removal of all surplus trench excavation from site.
2. Excavation for and placement of bedding material.
3. Support of trenches, including any necessary bracing or shoring.
4. De-watering of trench or excavation.
5. Placement and compaction of backfill by vibratory plate or other approved mechanical device.
6. Saw cutting of pavement and/or curb and gutter.

Basis of Payment: This work shall be paid at the contract unit price per **FOOT** of **SANITARY SEWER REPLACEMENT**. The replacement shall be made within the length indicated on the plans unless approved by the Engineer. Without such approval, any additional length will be considered incidental to this item.

SP-9 TREE REMOVAL

Description: This work shall include all costs of completely removing and properly disposing of all existing trees within the project area. This work shall be performed by methods and with materials in accordance with the provisions of the Standard Specifications.

Basis of Payment: This work shall be paid at the contract unit price per **EACH** of **TREE REMOVAL**.

SP-10 BITUMINOUS SURFACE REMOVAL, 2”

Description: This work shall be done in accordance with Section 440 of the Standard Specifications except as amended herein.

At those locations designated for Bituminous Surface Removal, existing bituminous material over existing concrete or brick bases varies in thickness. Unless otherwise directed by the engineer, it is intended that existing bituminous surface is to be removed exposing the underlying concrete or brick base.

Basis of Payment: This work shall be paid for at the contract unit price per **SQUARE YARD** for **BITUMINOUS ASPHALT SURFACE REMOVAL, 2”**, which price shall be payment in full for the work as specified herein.

SP-11 ASPHALT PAVEMENT REMOVAL

Description: This work shall be done in accordance with Section 440 of the Standard Specifications except as amended herein.

At those locations designated for Asphalt Pavement Removal, existing pavement and associated subbase shall be completely removed and properly disposed of. Unless otherwise directed by the engineer, it is intended that existing asphalt pavement is to be removed exposing the underlying subgrade.

Basis of Payment: This work shall be paid for at the contract unit price per **SQUARE YARD** for **ASPHALT PAVEMENT REMOVAL**, which price shall be payment in full for the work as specified herein.

SP-12 PCC PAVEMENT REMOVAL

Description: This work shall be done in accordance with Section 440 of the Standard Specifications except as

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amended herein.

At those locations designated for PCC Pavement Removal, existing pavement and associated subbase shall be completely removed and properly disposed of. Unless otherwise directed by the engineer, it is intended that existing asphalt pavement, including base material, is to be removed exposing the underlying subgrade.

Basis of Payment: This work shall be paid for at the contract unit price per **SQUARE FOOT** for **PCC PAVEMENT REMOVAL**, which price shall be payment in full for the work as specified herein.

SP-13 COMBINATION CONCRETE CURB AND GUTTER REMOVAL

Description: This work shall consist of the removal of existing P.C.C. Curb and Gutter of the type and size at the locations noted in Schedule of Quantities. This work shall be performed in accordance with Section 440 of the Standard Specifications, except as amended herein.

At those locations where curb removal operations fall within the Critical Root Zone (CRZ) the Contractor will be required to trench with a "chain" driven trencher immediately back of curb prior to curb removal. This procedure will proceed uninterrupted through the CRZ and insure general tree root pruning. The width of the CRZ shall be determined as noted in the general provision for TREE PROTECTION elsewhere in these documents. If it is determined that proposed removal methods do not cause undo harm to adjacent roots, the Village Forester may waive the need to perform trenching.

During removal operations Contractor shall take special care not to damage or extend sawed joint into adjacent appurtenances such as driveways and sidewalks which are to remain in place. During machine sawing operations Contractor shall also take special care to remove, clean, or otherwise account for any residue / slurry produced by the sawing so material will not be tracked by either vehicular or foot traffic onto adjacent appurtenances which are to remain in place.

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for **COMBINATION CONCRETE CURB AND GUTTER REMOVAL**, which price shall be payment in full for the work as specified herein.

SP-14 DRAINAGE STRUCTURE TO BE REMOVED

Description: This work shall consist of removing and disposing of existing manholes, catch basins and inlets in accordance with Section 605 of the Standard Specifications and as specified herein.

In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed sufficient to remove the structure and construct the replacement structure.

Basis of Payment: This work shall be measured and paid for at the contract unit price per **EACH** for **DRAINAGE STRUCTURES TO BE REMOVED**.

The word DRAINAGE STRUCTURE shall be understood to mean manhole, catch basin or inlet as the case may be.

SP-15 STORM SEWER REMOVAL (SIZE SPECIFIED)

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Description. This work shall consist of the removal of storm sewers including laterals. Existing storm sewers shall be removed so that all pipe considered suitable by the Engineer for future use shall be salvaged. The location and manner of storage of salvaged material shall be as directed by the Engineer.

Any of the material having salvage value which has been damaged by the Contractor shall be replaced with new pipe of the same kind and size. Material not suitable for salvage shall be disposed according to Article 202.03 of the Standard Specifications.

Excavation of trenches shall be performed according to the applicable requirements of Article 550.04 of the Standard Specifications.

Backfilling for the removed storm sewer shall be considered incidental to Storm Sewer Removal.

Basis of Payment. This work shall be measured and paid for at the contract unit price per **FOOT** for: **STORM SEWER REMOVAL (SIZE SPECIFIED)**, of the size specified, which price shall be payment in full for performing this task as specified, including all material, labor and equipment.

SP-16 SIGN REMOVAL / METAL POST REMOVAL

Description: This work shall consist of removing and disposing of existing signs and metal posts in accordance with the Standard Specifications and as specified herein.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for: **SIGN REMOVAL / METAL POST REMOVAL**.

SP-17 MANHOLES TO BE ADJUSTED

Description: This work shall include the adjustment to final grade of existing sanitary and storm sewer manholes in accordance with Section 602 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for **MANHOLES TO BE ADJUSTED**, which price shall include all work as specified herein.

SP-18 EARTH EXCAVATION

Description: This work shall consist of the removal, stockpiling, re-use, and disposal as required of all suitable or un-suitable existing subgrade material, unless specifically called out by a specific pay item. This work shall be as specified and in accordance with applicable portions of Section 202 of the Standard Specifications and performed as directed by the Engineer. It has been determined that 350 cubic yards of suitable subgrade material will be required to construct the subgrade in fill areas. All work associated with excavating, handling, stockpiling, and placing suitable subgrade material in fill areas shall be included in the Contract Quantity for **EARTH EXCAVATION** and will not be paid for separately.

Basis of Payment: This work shall be paid for at the contract unit price per **CUBIC YARD** of **EARTH EXCAVATION**.

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

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SP-19 POROUS GRANULAR EMBANKMENT (P.G.E.), SPECIAL

Description: This work shall be done in accordance with the included District One special provision for Porous Granular Embankment, Subgrade and the following provisions.

This work shall also consist of removing and disposing of unsuitable sub-grade per the applicable portions of Section 202 of the Standard Specifications.

HMA grindings resulting from hot-mix asphalt surface removal, substantially meeting the gradation of CA-6, shall also be permitted for use as the specified granular cap. The granular cap shall be compacted to the satisfaction of the Engineer. It shall be the Contractor's responsibility that all proposed bituminous replacement regarding patching and paving operations in these areas will meet the specified performance criteria of their respective pay items.

This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. When specified on the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

Basis of Payment: This work shall be paid for at the contract unit price per **CUBIC YARD** for **POROUS GRANULAR EMBANKMENT (P.G.E.), SPECIAL**, which price shall be payment in full for the work as specified herein. The Porous Granular Embankment, Subgrade Special shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans

SP-20 DRAINAGE STRUCTURE (TYPE, DIAMETER, FRAME, LID AS SPECIFIED)

Description: This work shall consist of constructing manholes, catch basins, inlets, and clean outs as specified in the plans and in accordance with Section 602 of the Standard Specifications.

Basis of Payment: This work shall be measured and paid for at the contract unit price per **EACH** for: **DRAINAGE STRUCTURE (TYPE, DIAMETER, FRAME, LID AS SPECIFIED)**

The word DRAINAGE STRUCTURE shall be understood to mean manhole, catch basin, inlet, or clean out as the case may be.

SP-21 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

Description: This item shall consist of the construction of Storm Sewer. Storm sewer shall be constructed with new Reinforced Concrete Pipe (RCP) per the Standard Specifications (AASHTO M315), Polyvinyl Chloride (PVC) Pipe SDR 26 with gasketed, bell and spigot, push on type joints conforming to ASTM D3212, water main quality Polyvinyl Chloride (PVC) C900 conforming to the AWWA C900 specification, with gaskets meeting ASTM F477 and joints in compliance with ASTM D3139, or water main quality Polyvinyl Chloride (PVC) C905 conforming to the AWWA C905 specification, with gaskets meeting ASTM F477 and joints in compliance with ASTM D3139 of the diameter shown on the Drawings.

The pipe shall be placed so that the entire length of the pipe will have full bearing. No blocking of any kind shall be used to adjust the pipe to grade except when used with concrete encasement.

Laying of sewer pipe shall be accomplished to line and grade in the trench only after it has been de-watered and

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the foundation and/or bedding has been prepared. Mud, silt, gravel, and other foreign material shall be kept out of the pipe and off the jointing surface.

All pipe laid shall be retained in position so as to maintain alignment and joint closure until sufficient backfill has been completed to adequately hold the pipe in place. All pipes shall be laid to conform to be prescribed line and grade shown on the Plans.

The sewer pipe, unless otherwise approved by the Engineer, shall be laid up grade from point of connection on the existing sewer or from a designated starting point. The sewer pipe shall be installed with the bell end forward or upgrade, unless approved otherwise. When pipe laying is not in progress, the forward end of the pipe shall be kept tightly closed with an approved temporary plug.

If deemed necessary by the Engineer, all pipe and manholes shall pass an ex-filtration test in accordance with ASTM C-969-02 prior to acceptance. All testing shall be done under supervision of the Engineer, who shall be notified 48 hours prior to testing.

The following specific items shall be considered incidental to storm sewer pipe construction and their costs shall be merged into the contract unit price per **FOOT** of the storm sewer pipe.

1. Removal of all surplus trench excavation from site.
2. Excavation for and placement of bedding material.
3. Support of trenches, including any necessary bracing or shoring.
4. De-watering of trench or excavation.
5. Placement and compaction of backfill by vibratory plate or other approved mechanical device.
6. Coring into existing drainage structures where connections are called for on the plans.
7. Saw cutting of pavement and/or curb and gutter.
8. Trench backfill as required where pipe will be underneath paved areas.

Basis of Payment: This work shall be paid for at the contract unit price per **FOOT** for: **STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)**, which price shall include all labor, material, and equipment and incidental work herein specified.

SP-22 ADJUSTING DIP WATER MAIN (SIZE AND TYPE SPECIFIED)

Description. This work shall consist of adjusting watermain of the size specified in conflict with sewer to be constructed.

Materials: Watermain pipe materials shall meet all of the requirements of the following standards:

Ductile Iron Pipe (DIP) - ANSI/AWWA - C151/A21.51,
ANSI Class 52
Cement Lined ANSI/AWWA - C104/A21.4

The coupling of these watermain pipes shall meet the requirements of the following standards:

Ductile Iron Pipe (DIP) - Compression (push-on) rubber gasket joints in accordance with ANSI/AWWA

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C111/A21.11.

Unless otherwise shown on plans or directed by the Engineer, all ductile iron watermain pipes shall be installed without granular or concrete cradles. Although bell holes may not be required, the trench bottom shall be excavated and shaped such that the pipe is uniformly supported over its entire length.

The pipe shall be installed so that the entire length of pipe shall have full bearing. No blocking shall be used to adjust the pipe to grade except in conjunction with concrete thrust blocking or encasements.

Laying of watermain pipe shall be accomplished to line and grade in the trench only after it has been completely de-watered and the bedding is free of mud, loose silt, or gravel. All foreign material shall be kept out of the pipe.

All pipe laid shall be retained in position such to maintain joint closure, alignment, and grade until sufficient backfill has been completed to adequately hold the pipe in place.

At the end of each work day, the end of installed watermain pipe shall be protected and the excavation backfilled. No excavation or trench shall be left open overnight. The following specific items shall be considered **incidental** to watermain pipe installation and their costs shall be considered incidental to the contract unit price for watermain pipe:

1. All ductile iron pipe, fittings, and thrust blocking required to perform the adjustment;
2. Removal of all surplus trench excavation from site;
3. Excavation for and placement of granular bedding and encasement material when shown on the plans and/or ordered by the Engineer;
4. Support of trenches, including any necessary bracing or shoring;
5. De-watering of trenches or any excavation; and
6. Further adjustments to horizontal and vertical alignment due to unforeseen utility conflicts.
7. Trench backfill as required where pipe will be underneath paved areas

Measurement and Payment. This work shall be measured and paid for at the contract unit price **PER FOOT**, as measured along the centerline of the pipe, for **ADJUSTING WATERMAIN (SIZE SPECIFIED)**

Said price shall include the cost of all pipe, fittings, joint materials, hydrostatic test, disinfection of watermain, removal and disposal of old watermain and all excavation, and incidental work specified herein.

SP-23 AGGREGATE BASE COURSE, TYPE B (THICKNESS AS SPECIFIED)

Description: This work shall include furnishing and placing aggregate base course to the specified thickness in accordance with Section 351 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per **SQUARE YARD** for **AGGREGATE BASE COURSE, TYPE B (THICKNESS AS SPECIFIED)**, which price shall include all work as specified herein.

SP-24 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 2.5"

Description: This work shall include the materials and labor necessary to install hot-mix asphalt in accordance

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with Section 406 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per TON for **HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 2.5"**, which price shall include all work as specified herein.

SP-25 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 1.5"

Description: This work shall include the materials and labor necessary to install hot-mix asphalt in accordance with Section 406 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per TON for **HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 1.5"**, which price shall include all work as specified herein.

SP-26 PORTLAND CEMENT CONCRETE, (THICKNESS AS SPECIFIED)

Description: This work shall consist of installation of new P.C.C. and the removal and replacement of existing P.C.C. sidewalk as indicated by location or shown on the plans. All P.C.C. sidewalks shall be removed and replaced by methods and with materials in accordance with Articles 424 and 1020.04 of the Standard Specifications, except as amended herein.

Removal of existing sidewalk shall include saw cutting and disposal of existing concrete as directed by the Engineer, removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks.

Excavation for new sidewalk shall be performed with a Gradall. Operating a Gradall on the parkways will not be allowed. All excavation shall be made from the street unless otherwise approved by the Engineer. Excavation work utilizing a skid steer loader shall not be allowed.

Placement of sidewalk shall include the following:

- a) Any necessary excavation, clearing, and proper disposal of excavated materials, removal and disposal of all obstructions such as fences, walls, foundations and buildings;
- b) The placement and compaction of four inches (4") of Subbase Granular material, Type B, CA 6 with the methods and with materials in accordance with Section 311 and of Article 1004.04 of the Standard Specifications;
- c) The set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50).
- d) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 5.65 cwt/cy mix, with 5-8% air entrainment, 2"-4" slump, and six inch (6") thickness through or in residential driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer;
- e) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- f) The placement of 1/2 inch thick premoulded expansion joints at 50 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g) The adjustment to proper grade of all utility structures encountered;
- h) For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m)

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- beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.
- i) The replacement of all traffic control devices or parking meters removed;
 - j) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the Standard Specifications, (Type III membrane curing compound white pigmented);
 - k) The complete restoration of abutting asphalt driveways damaged as a result of installation, or where new sidewalk surface is more than 1/2 inch higher or lower than the original grade of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture C, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.
 - l) Installation of ADA compliant ramps for curbed and non-curbed streets.

When sidewalks are closed to pedestrians a minimum of two barricades (one on either side of the work zone) shall be used.

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

SP-27 COMBINATION CONCRETE CURB AND GUTTER (TYPE B6.12)

Description: This work shall consist of the replacement of existing PCC Curb and Gutter in accordance with the applicable parts of Sec. 606 of the Standard Specifications, except as amended herein.

Replacement of curb and gutter shall include the placement of three-quarter inch (3/4") premolded expansion joint filler along the back of curb, for the full depth of the curb and gutter, where abutting existing concrete.

Transverse expansion joints with 3/4" joint filler shall be constructed at five feet (5') either side of utility structures, and at no more than ninety foot (90') intervals. All expansion joints shall include the placement of two (2) three-quarter inch (3/4") dowel bars with pinched stop caps as specified on detail sheet. Two (2) three quarter inch (3/4") dowel bars shall also be placed at all construction joints as specified on detail sheet and shall be drilled into existing curb and gutter a minimum of six inches (6").

New curb and gutter shall be backfilled with existing excavated earth.

Transverse contraction joints shall be constructed at no more than fifteen foot (15') intervals.

When new curb and gutter is placed adjacent to concrete pavement or base, it shall be tied along the longitudinal construction joint with No. 6 (3/4") bars at 24" centers in accordance with the applicable portions of Article 420.05 of the Standard Specifications.

Placement of curb and gutter as noted on Schedule of Quantities to be reinforced shall also include the placement of two (2) No. 4 (1/2") epoxy coated deformed reinforcement bars meeting the applicable portions of Section 508 of the Standard Specifications. Bars shall be placed at one-half depth of the body of the gutter running the entire length of newly placed sections. Curb and gutter placed as described in this paragraph will be paid for as **COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED**.

All voids existing between newly placed curb and gutter and the adjacent roadway pavement shall be filled with

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Class SI concrete, prior to bituminous surface placement, to a point 1-1/2 inches below finish grade. This work shall be considered incidental.

Placement of curb and gutter shall include the application of membrane curing compound, Type III, in accordance with Articles 1020.13 and 1022.01 of the Standard Specifications unless otherwise directed by the Engineer.

If placement of curb and gutter takes place prior to April 15, or after October 15, the curb and gutter shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for **COMBINATION CONCRETE CURB AND GUTTER (TYPE B6.12)**, which price shall be payment in full for the work as specified herein.

SP-28 PRECAST CONCRETE WHEEL STOPS

Description: This work shall include the cost of furnishing all materials and labor required to install wheel stops at the locations shown on the plans and in accordance with the detail on the plans.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for **PRECAST CONCRETE WHEEL STOPS**, which price shall be payment in full for the work as specified herein.

SP-29 THERMOPLASTIC PAVEMENT MARKING – LINE (WIDTH AS SPECIFIED)

Description: This work shall include the materials and labor necessary to provide pavement striping in accordance with Section 780 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per **FOOT** for **THERMOPLASTIC PAVEMENT MARKING – LINE (WIDTH AS SPECIFIED)**, which price shall include all work as specified herein.

SP-30 THERMOPLASTIC PAVEMENT MARKING – NUMBERS AND SYMBOLS

Description: This work shall include the materials and labor necessary to provide pavement striping in accordance with Section 780 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per **LUMP SUM** for **THERMOPLASTIC PAVEMENT MARKING – NUMBERS AND SYMBOLS**, which price shall include all work as indicated on the plans and specified herein.

SP-31 HANDICAP PARKING SIGNS

Description: This work shall include the cost of furnishing all materials and labor required to install handicap parking signs at the locations shown on the plans and in accordance with the detail on the plans.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for **HANDICAP PARKING SIGNS**, which price shall include all work as specified herein.

SP-32 BIO-SWALE SOIL MIX

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Description: This work shall consist of the furnishing, transporting and placement of amended soil in accordance with the applicable parts of Sec. 211 of the Standard Specifications, except as amended herein.

Amended soils shall not be handled wet during any construction work.

In all areas requiring amended soils, existing soil shall be excavated and hauled off in accordance with plan quantities. This excavated material cannot be used onsite for amended soil material. All amended soil material must be imported from a suitable source offsite.

The Engineer shall approve all amended soil materials prior to placement on site. The Contractor shall show the Engineer potential amended soil materials at the source location upon request. Amended soil materials shall consist of 20% - 25% loam or silt loam, 50% - 60% coarse sand and 20% - 25% organic compost. The pH range shall be 5.3 to 7.5. If the borrow source material is deficient, it may be necessary for the Contractor to amend the soil to meet the required specifications. The amendments may include limestone or aluminum sulfate to adjust pH. Amendments shall meet the following requirements:

- Agricultural limestone shall contain not less than 95 percent calcium carbonate equivalent and shall be ground to such a fineness that at least 98 percent will pass a 20-mesh sieve and at least 50 percent will pass a 100-mesh sieve. Other liming material shall have a minimum calcium carbonate equivalent of 80 percent and shall be crushed to such a fineness that 98 percent will pass a 20-mesh sieve and at least 50 percent will pass a 100-mesh sieve.
- Aluminum sulfate shall be horticultural grade.

Amended soils shall be pre-mixed at an off-site facility, and shall not be blended on-site or in-place. The Engineer shall have the right to test amended soils to ensure the appropriate gradation and compaction. Samples will be taken within 48 hours of notice from the Contractor that materials are ready for testing. Standard sieve analysis and other general accepted testing procedures may be utilized. After samples are taken, testing may take up to 5 business days per round of testing. The Contractor shall build time for testing into the schedule, as it may take multiple rounds of mixing and testing to meet the requirements, depending on the Contractor's chosen method and thoroughness of the mixing procedure prior to samples being taken.

Once the material and mixture has been approved, the amended soil shall be spread using lifts of up to 1-foot or as directed by the Engineer. Final amended soil thickness shall be in accordance with the Construction Plans.

Wheeled vehicles (scrapers, end loaders, skid steers, etc.) shall not be used for topdressing work and are not allowed in the amended soils area after subgrade has been achieved, as they result in severe surface compaction. Only low ground pressure wide-track equipment (quadtrac tractor and pull-type scraper assembly wide, track dozer, back-hoe, and tracked bobcats) shall haul, move and spread amended soil material in the areas to be seeded or where plugs are to be installed. The construction contractor is responsible to create a surface that has minimal compaction. It is critical to restoration success that compaction of the surface is avoided.

The Contractor is required to establish a smooth and level surface in the remedial area with clods no greater than 2-inches in diameter and a surface that has minimal compaction. All rocks greater than .75-inches in diameter shall be removed. The Contractor shall inspect the surface conditions following amended soil placement to determine if they are acceptable. The Contractor is responsible to rectify any unacceptable amended soil conditions and may be required to re-grade and/or disk to achieve acceptance. Should the

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placing procedure segregate the mixture, or otherwise cause it to no longer meet the specifications, any in-place remedial measures necessary will be the responsibility of the Contractor, with no additional payment being made for said work.

Grade all areas to a smooth, uniform surface plane with loose uniformly fine texture. Grade to within plus or minus ½ inch of finish elevation. Rake in order to remove ridges and fill depressions. Limit finish grading to areas that can be promptly planted. All areas shall be fine graded to provide positive drainage.

Basis of Payment: This work shall be paid for at the contract unit price per **CUBIC YARD** for **BIO-SWALE SOIL MIX**, which price shall include all work as specified herein.

SP-33 BICYCLE RACKS

Description: This work shall include the cost of all labor, equipment, and materials required to furnish, prepare, and place the bicycle racks in the locations as indicated on the plans. Bike racks shall be galvanized in-ground mount rolling racks model numbers RR3H-IG-GV and RR5H-IG-GV as manufactured and supplied by Dero Bike Rack Company, 504 Malcolm Avenue SE, Suite 100, Minneapolis, MN 55414, Ph: (800.891.9298) www.dero.com. Or approved equal.

Submittals: The Contractor shall submit shop drawings for Village comments for the bicycle rack.

Basis of Payment: This work shall be paid for at the contract unit price per **LUMP SUM** for **BICYCLE RACKS**, which price shall include all work as specified herein.

SP-34 SITE ELECTRICAL COMPLETE

Description: This work shall consist of the following:

Removal of Existing Lighting

This item shall include pulling out all existing wire and removing all existing lighting fixtures and foundations. The existing fixtures and poles are to be returned to the Village. The contractor is required to contact the Village for pickup of all existing equipment. **Removal of old fixtures will not be allowed until new fixtures are on site.**

Electrical Feed for New Lighting System

This item shall include temporary termination of the electrical feed for the existing lighting system and construction of all unit duct and wiring required to provide an electrical feed for the new lighting system. At a minimum, this work shall include construction of the electrical feed from the existing light pole (near the center of the parking lot) to the existing electrical cabinet just west of the train station building. This work shall also include furnishing and installing a control panel board for the new lighting system within the existing cabinet (mentioned above). All work, including demolition and removal, required to construct the new electrical feed and control panel shall be included in the pay item SITE ELECTRICAL COMPLETE, with the exception of restoration items, which will be paid for separately. The Contractor shall also coordinate with ComEd as needed to perform this work.

Light Pole Foundations

This item shall include the installation of fourteen (14) light pole foundations meeting the requirements of detail 1 on the electrical site plan installed in locations identified on the plan. Construction of light pole foundations shall meet all Village and manufacturer's requirements for the light poles specified in the

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“Lighting Fixture Schedule” on the plans, or revised thereafter in writing by the Village.

Unit Duct, 1 W' Dia. Polyvinylchloride Schedule 40

This work shall consist of furnishing and installing non-metallic conduit (unit duct), complete with all splicing, identifications, and terminations at locations directed by the Engineer where the new cable cannot be pulled through the existing unit duct. The Unit Duct will be furnished and installed in accordance with the methods and materials outlined in Section 816 of the Standard Specifications.

The work will also include all restoration. Damage to all lawns shall be replaced with an approved topsoil and sod. All roadway surfaces such as sidewalks, curbs, pavement, etc. shall be replaced in kind.

Furnish and Install LED Fixtures

This item shall consist of furnishing and installing thirty-seven (37) new LED area light fixtures. The light fixtures shall be the following: Lithonia Lighting DSX1 CED 1 308700/50K SR3 MVOLT; DSX 1 LED 1 30B S30/50K SR3MVOLT; DSX1 LED1 30B S30/50K SR5 MVOLT as indicated on the Site Lighting Plan. All components of the fixture including the: housing, LEDs and driver shall be manufactured in the USA and have a minimum of a full 5 year warranty on the entire fixture and all of its components.

1. **Construction:** Fixture shall contain no mercury or other hazardous chemicals. The housing shall be constructed of low copper aluminum. The fixture should be a flow through design that allows for optimized thermal management through convective cooling. A metallic Screen shall cover the top of the housing that will prevent debris build up while allowing air flow and natural cleaning of the light engine heat sink. The fixture should be a modular design and allow for ease of maintenance and future light engine upgrades. The LED driver and electronics should be thermally isolated from the heat generating light engine ensuring long life. The housing shall be completely sealed against moisture and environmental contaminants. The fixture should be a low profile design that minimizes wind loading. The housing shall have a full 5 year warranty. Installation of the LED fixtures shall include furnishing and installing light poles per the “Lighting Fixture Schedule” on the plans and in accordance with Village and manufacturer’s requirements.
2. **LED Specifications:**
High efficiency 4000K, 70 CRI LED's mounted to a metal core circuit board and aluminum heat sink for optimal thermal management. LEDs shall have a full 5 year warranty.
3. **Optics:**
Individual precision molded acrylic lenses. Lenses shall be indexed to the circuit board to ensure consistent optical alignment on each module and be mechanically set to deliver a repeatable photometric performance. Optics shall be a type III and type V distribution as indicated on the plans.
4. **Electronic Driver:**
The driver shall be universal voltage input from 120- 277VAC. The driver shall have a power factor of >90% and THD < 20%. The driver shall have a minimum of a <3kV surge suppression built in. Driver shall provide life of 50,000hrs at L70. LED Driver shall have a full 5 year warranty.
5. **Finish:**
Exterior parts shall be coated by a zinc infused super durable TGIC thermoset powder coat finish

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that will provide superior resistance to corrosion and weathering. Finish shall be a minimum 31mm thickness for a finish that can be Laboratory tested for superior weatherability and fade resistance in accordance with ASTM, B-117-64 and ANSI/ASTM G53-77 specifications. Powder coat shall be between 3.0- 6.0 mil thickness. Finish shall have a full 5 year warranty.

6. IP Rating:

Luminaire shall be rated IP66.

Light engine shall be rated IP67.

7. Certifications:

Vibration tested to ANSI C136.31.

Furnish and Install Underground Electrical Wiring (#8THWN)

This item shall consist of furnishing and installing new wire #8THWN conductors between the new controller in the NE corner of the lot and pulled through the new duct to all new light poles. Care shall be taken to keep all wires free of nicks, flat spots, exposed copper or damaged insulation.

Furnish and Install Electrical Wiring (3-#12THWN)

This item shall consist of finishing and installing new wire quantity of #12THWN conductors of the correct color for street lighting. The System is to be 120 volts on alternating circuits. The pole wiring will be spliced to the underground wiring so the lights will be on alternating circuits using crimp connectors and heat shrinkable sealant filled caps. Splices above grade, such as in street light pole hand holes, shall have a waterproof sealant and a heat shrinkable cap. The cap shall be of a size suitable for the splice and shall have a factory-applied sealant within. Additional seal of the splice shall be assured by the application of sealant tape. There shall be a quick disconnect HEB -AA fuse holder with a 5 amp fuse installed between the splice at the underground wire and the hot leg going up the pole to the fixture. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricate shall be applied to the wire for minimum connection resistance before the terminals are crimped on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side).

All terminations shall be completed with compression-type copper sleeves and heat shrinkable caps with factory applied sealant. See Detail Drawing SLT -05 of specifications. Where terminations are made for fuse kits, the terminations shall be made at main buss with wire connecting directly to crimp connection on fuse kit with no splices between. The main splices shall be completed as stated in paragraph above. The wire on other end of fuse kit shall connect directly to plug ballast with no splices between. The wire connecting to the fuse kits shall be a minimum of 18 inches to allow fuse kits to be pulled out of the access hand hole. All pole wiring shall be correctly color-coded. Example: White= Neutral; Green= Ground; alternating colors for each hot leg: red/black. All wires need be terminated to the lead from the fixture plug using appropriate wire nuts and sealant tape.

1. Splicing of Lighting Cables:

Splices above grade, such as in poles and junction boxes, shall have a waterproof sealant and a heat-shrinkable plastic cap. The cap shall be of a size suitable for the splice and shall have a factory-applied sealant within. Additional seal of the splice shall be assured by the application of sealant tape or the use of a sealant inserted prior to the installation of the cap. Either method shall be

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assured compatible with the cap sealant. Tape sealant shall be applied in not less than one half-lapped layer for a length at least 1/4-inch longer than the cap length and the tape shall also be wrapped into the crotch of the splice. Insert sealant shall be placed between the wires of the splice and shall be positioned to line up flush or extend slightly past the open base of the cap.

2. Lighting Cable Identification:

Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.

3. Lighting Cable Fuse Installation:

Quick connect fuse holders shall be used for light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Overstripping shall be avoided. An oxide inhibiting lubricate shall be applied to the wire for minimum connection resistance before the terminals are crimped on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side). All terminations shall be completed with compression-type copper sleeves and heat shrinkable caps with factory applied sealant. See Detail Drawing SL T -05 of specifications. Where terminations are made for fuse kits, the terminations shall be made at main buss with wire connecting directly to crimp connection on fuse kit with no splices between. The main splices shall be completed as stated in paragraph above. The wire on other end of fuse kit shall connect directly to plug/ballast with no splices between. The wire connecting to the fuse kits shall be a minimum of 18 inches to allow fuse kits to be pulled out of the access hand hole. All pole wiring shall be correctly color-coded. Example: White= Neutral; Green= Ground; separate colors for the hot wires for the outlet and fixture must also be used.

Submittals

The Contractor shall provide spec sheets and shop drawings for all items related to **SITE ELECTRICAL COMPLETE** for Village review prior to ordering material.

Additional Items

The contract includes the following items which shall be paid for separately from **SITE ELECTRICAL COMPLETE** should additional items beyond those shown on the plans and indicated above be required: **LED FIXTURES, LIGHT POLES, LIGHT POLE FOUNDATIONS, UNIT DUCT, 1 W' DIA. POLYVINYLCHLORIDE SCHEDULE 40, ELECTRICAL WIRING (#8THWN), ELECTRICAL WIRING (#12THWN).** Construction of these items shall abide by the requirements specified herein and shall be paid for as follows:

- **LED FIXTURES** per **EACH**, which price shall include all labor, equipment, and material required to furnish and install fixtures per the requirements mentioned above and all splicing required to connect fixture to light pole wiring
- **LIGHT POLES AND FOUNDATIONS** per **EACH**, which price shall include all labor, equipment, and material required to furnish and install light poles and their foundations (as one ensemble) per the requirements mentioned above, all wiring within light pole, and splicing required to connect fixture to light system wiring (wiring in unit duct)
- **UNIT DUCT, 1 W' DIA. POLYVINYLCHLORIDE SCHEDULE 40** per **FOOT**,

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which price shall include all labor, equipment, and material required to furnish and install unit duct per the requirements mentioned above

- **ELECTRICAL WIRING (#8THWN) and ELECTRICAL WIRING (#12THWN) per FOOT**, which price shall include all labor, equipment, and material required to furnish and install electrical wiring per the requirements mentioned above

Basis of Payment: This work shall be paid for at the contract unit price per **LUMP SUM** for **SITE ELECTRICAL COMPLETE**, which price shall include all work as specified herein.

SP-35 SITE LANDSCAPING COMPLETE

Description: This work shall consist of the following:

Seeding – Seed Type ‘A’

This item shall include all labor, materials and equipment necessary to provide the following:

Seed Type A:

1. Seed Mix: No-Mow/Low-grow Lawn Seed; Apply at 5 pounds per 100 Square Feet / 200 pounds per acre.
2. Supplier (or approved equal): Ion Exchange, Inc.
3. Contact: Howard Bright
1878 Old Mission Drive
Harper’s Ferry, IA 52146-7533
Ph: (800) 291-2143; FAX (563) 535-7362
seedmixes@ionxchange.com

Plant and Tree Selection

Prior to order placed by Contractor, plants and trees shall be tagged by either the Engineer or Village Forester. Any plant and/or tree delivered to the site not previously approved by the Village may be rejected by the Village and replaced at the Contractor’s expense.

Trees at BioSwale

This item shall include all labor, materials and equipment required to install each tree. See Plant Schedule on the plans for species type, quantities, size and condition.

Tree planting area shall be excavated to a depth noted on plans and backfilled with soil mix. All debris shall be removed from tree planting area prior to soil placement. Trees shall be supplied and paid for by the Contractor.

Trees in Turf Areas

This item shall include all labor, materials and equipment required to install each tree INCLUDING six foot diameter Shredded Hardwood Mulch bed. See Plant Schedule for species type, quantities, size and condition.

Tree planting area shall be excavated to a depth noted on plans and backfilled with soil mix. All debris shall be removed from tree planting area prior to soil placement. Trees shall be supplied and paid for by the Contractor.

Shrubs

This item shall include all labor, materials and equipment required to install each shrub INCLUDING

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Shredded Hardwood Mulch. See Plant Schedule for species type, quantities, size and condition.

This item shall be in accordance with the plans and specifications. Shrub planting area shall be excavated to a depth noted on plans and backfilled with soil mix. All debris shall be removed from shrub planting area prior to soil placement. Shrubs shall be supplied and paid for by the Contractor.

Perennial Grasses

This item shall include all labor, materials and equipment required to install each grass INCLUDING Shredded Hardwood Mulch. See Plant Schedule for species type, quantities, size and condition.

This item shall be in accordance with the plans and specifications. Grass planting area shall be excavated to a depth noted on plans and backfilled with soil mix. All debris shall be removed from grass planting area prior to soil placement. Grasses shall be supplied and paid for by the Contractor.

Mushroom Compost Mulch

This work shall be performed in accordance with Sections 251 and 1081 of the Standard Specifications except as amended herein. Mushroom compost mulch shall be placed using Mulch Method 4. Compost material shall be produced by Green Organics, Inc. or approved equal. Material specifications and source information shall be submitted to the Engineer for approval prior to ordering materials. Compost shall be placed in accordance with manufacturer's recommendations. Where manufacturer's recommendations conflict with Section 251 of the Standard Specifications, manufacturer's recommendations shall take precedence.

Native Plant Plugs at BioSwale Island

Plant plugs shall be furnished in flats of 84 plugs per flat.

Owner Approved nursery (or approved equal):

Ion Exchange, Inc.
Howard Bright
1878 Old Mission Drive
Harper's Ferry, IA 52146
Tel. 800-291-2143
Fax (563) 535-7362
www.ionxchange.com

After receiving plants from nursery, place in shade and water thoroughly. Plant plugs as soon as practical after allowing plants to re-hydrate. Do not allow plants to dry out.

Place two (2) inches of mulch over the planting bed area, sloping mulch down to plants so as not to cover them.

Plant each plant species in groups of 7 to 11 plants. See plan detail for planting location in swales.

Dig a hole approximately the size of the plant and soil, moving mulch aside. Place plant slightly below the surrounding soil. Carefully compact soil around plugs to provide good soil contact and to minimize air space around roots. Shape mulch around plant.

Water plugs directly after planting.

Water plants to prevent drying out for a minimum period of ten (10) days or until Owner acceptance.

Plug Schedule for Bioswale Islands:

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Common Name	Scientific Name	mature height	Bloom Time	spacing	number of plugs
Little Blue Stem	Andropogon scoparius	2' - 3'	Aug - Oct	1'	900
Prairie Dropseed	Sporobolus heterolepis	2' - 4'	Aug – Sept	1.5'	1000
Fox Sedge	Carex vulpinoidea	1' - 3'	May - Jun	1.5'	900
Smooth Penstemon	Penstemon digitalis	2' -3'	Jun - Jul	1'	900
Lanceleaf Coreopsis	Coreopsis lanceolata	1' - 2'	Jun - Jul	1'	900
Meadow Blazing Star	Liatris ligulistylis	3'-5'	Aug Sept	1'	600
Sky Blue Aster	Aster azureus	2' - 3'	Aug – Sept	1'	900
Sweet Black Eyed Susan	Rudbeckia subtomentosa	4'-6'	Aug - Oct	1'	1200
Total					7300

Harwood Mulch at BioSwale Islands

Mulch depth as shown on plans. Mulch shall be shredded hardwood. Provide approximately one cubic foot sample to Owner's Representative for approval prior to placement at project site.

Basis of Payment: This work shall be paid for at the contract unit price per **LUMP SUM** for **SITE LANDSCAPING COMPLETE**, which price shall include all work as specified herein.

SP-36 PRECONSTRUCTION VIDEOTAPING

Description: This work shall consist of furnishing all materials and labor required to perform a videotape survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. Two (2) copies of the videotape shall be furnished to the Village in DVD format. Videotaping shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

Basis of Payment: This work will be paid for at the contract **LUMP SUM** price for **PRECONSTRUCTION VIDEOTAPING**, which price shall be payment in full for the work as specified herein.

SP-37 CONSTRUCTION STAKING AND RECORD DRAWINGS

Description: Section 5-7 of the Water and Sewer Specs shall be replaced in its entirety by the following:

The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades,

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elevations and dimensions shown on the plans.

The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.

The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Village at the completion of the Project. All notes shall be neat, orderly and in an accepted format.

Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1, the Contractor shall provide the Village with record drawings showing the elevations of all constructed storm and sanitary sewer manholes, catch basins, inlets, clean-outs, and any other structures defined by the Engineer as part of the project, including all rim elevations, and invert elevations of all pipes. Rim elevation of all curb structures shall be taken at the flowline of the gutter. Significant changes to the design plans shall also be depicted. Red-lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided (TIF files or approved equal), along with two full-sized paper copies. All work related to generating the as-built drawings shall be supervised by a licensed Illinois Land Surveyor.

Basis of Payment: This work will be paid for at the contract **LUMP SUM** price for: **CONSTRUCTION STAKING AND RECORD DRAWINGS**, which price shall be payment in full for the work as specified herein.

SP-38 STREET SWEEPING, DUST CONTROL AND DUST CONTROL WATERING

Description: All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the Project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

Dust control watering shall consist of sprinkling the construction site with water until the surface is moist to minimize dust in the air during construction operations.

Whenever ordered by the Engineer, especially for locations subject to a particularly high volume of traffic, the Contractor shall mechanically sweep the work site.

Basis of Payment: This work will be paid for at the contract unit price per **HOURLY** for **STREET SWEEPING AND DUST CONTROL**, and at the unit price **UNIT** for **DUST CONTROL WATERING**, which price shall be payment in full for the work as specified herein.

SP-39 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

Description: This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. Due to the project's proximity to the BNSF right-of-way, this item shall also include all personnel and signage required for working adjacent to railroad tracks, as required by state and local laws and BNSF requirements. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.

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

The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

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

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

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

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

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

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

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

As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

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The Contractor shall provide personnel (railroad flagger(s)) and signage according to Section 107 of the Standard Specifications and according to all local and state laws for construction adjacent to railroad tracks. The Contractor shall coordinate with BNSF to provide railroad flaggers, if required.

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

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for **TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**, which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and public for the duration of the Project.

SP-40 RAILROAD PROTECTIVE LIABILITY INSURANCE

Description: This shall consist of the cost to secure railroad protective liability insurance for work in and around the existing railroad right-of-way.

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

SP-41 IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS

If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer (PE) or licensed professional geologist (PG) that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) facility acceptance. However, if the subject property has never been used for industrial or commercial purposes, and is not adjacent to Potentially Impacted Properties (PIP's), then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village will supply a signed LPC-663 or LPC-662 form. Neither the LPC-663/662, nor the report shall be considered a guarantee that excavated material shall meet the requirements of Illinois Public Act 96-1416, and the Contractor shall be responsible for satisfactory removal and disposal of all material as specified herein. No additional environmental testing of the existing on-site material may be performed without prior written permission from the Engineer. In the event that Contractor performs any additional testing without the written permission of the Engineer, Contractor will be required to properly and legally dispose of all material from the project site, regardless of its suitability for disposal in a CCDD facility, at his own expense, without any additional payment for testing, hauling and disposal as specified below.

The Village anticipates that one or more of the following CCDD facilities will accept material from this project:

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- Heartland Recycling Aurora CCDD, Mettel Rd, Aurora, IL 60505

Contractor shall consult with these facilities prior to submitting a bid for this project. Contractor shall base his bid on hauling all CCDD generated by this project to these facilities. No additional compensation will be allowed for hauling to any other facilities, for any reason, unless none of the above listed facilities will accept the material. If an alternate facility was approved by the Village prior to bid submittal, and that facility will no longer accept the material, the facilities listed above shall be used by the Contractor at no additional cost to the Village, unless none of the above facilities will accept the material. In the case where neither any of the above listed facilities, nor a pre-approved alternate facility, will accept the material, the Village and Contractor shall

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attempt to locate an alternate facility, unless the material is classified as unsuitable for disposal in a CCDD facility, in which case it shall be hauled to a landfill and paid for as specified below. Should the Contractor wish to haul material to an alternate facility, the name, location and contact information for the proposed facility shall be submitted to the Village for evaluation, a minimum of five (5) calendar days prior to submission of a bid. Any costs associated with additional sampling, analysis, and/or reporting to meet the acceptance requirements of the alternate facility shall be borne by the bidding Contractor and included within the Contractor's bid. By submitting a bid, Contractor agrees that at least one (1) of the above listed facilities, or an alternate facility approved by the Village in writing prior to the submission of the bid, will accept the material and shall be used for disposal of all CCDD from this project, unless otherwise determined to be non-hazardous special waste as specified below. In the event that the Contractor needs to alter the CCDD facility used for placement of excavated material, the Contractor shall notify the Engineer no later than three (3) days in advance of the planned alteration. In no event shall material be hauled to an alternate facility without the written permission of the Engineer.

Construction Requirements: The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, and debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a clean construction and demolition debris (CCDD) facility shall meet the requirements of Public Act 96-1416. This work shall be incidental and shall not be paid for separately, with the exception of the **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE** as specified below.

The temporary storing of excavated materials within the public right-of-way or project limits shall not be allowed unless approved by the Engineer. It shall be the Contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide one.

The Contractor shall employ a licensed testing firm, as approved by Engineer, to screen each truck-load of material on-site, using a PID or FID field screen or other acceptable method. The PID shall be calibrated on a daily basis. The Contractor shall enter all truck-loads leaving the site into an on-site screening log including, but not limited to, project name, date, time, weather conditions, name of screener, hauling company, truck number, screening method, background PID reading, calibrated PID reading, truck/bucket PID reading, and description of materials screened. Each day prior to the first truck leaving the site, Engineer and Contractor's testing consultant shall agree on the allowable PID reading in accordance with the receiving CCDD facility procedures (typically 0.0 or daily background levels). The receiving CCDD facility may be consulted daily, or periodically, as needed to verify that the appropriate value is being used. If said screen indicates levels that will be unacceptable for disposal at the CCDD facility, the material shall be quarantined on-site for further evaluation. If material is rejected at the CCDD facility, it shall be returned to the project site and quarantined for further evaluation. No additional compensation shall be allowed for returning a rejected load back to the project site, or any other additional hauling, loading, unloading, etc, as may be required. Should it be determined by the Village or Village's agent that the material is not suitable for disposal in a CCDD facility, the Contractor shall be responsible for properly disposing of the material at an acceptable landfill, and providing the Village with all of the proper paperwork to document the material disposal with the IEPA. This work shall be paid for as specified below. If a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load is not identified in the on-site screening log, the Contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated as specified below.

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All additional work to satisfy these requirements shall be the responsibility of the Contractor. All costs associated with meeting these requirements shall be paid for as specified herein. These costs shall include but are not limited to all required testing, lab analysis, and certification by a licensed professional engineer (PE) or licensed professional geologist (PG), if required, in addition to the cost of additional hauling, dump fees, etc. Payment for this work shall be in addition to payment for EARTH EXCAVATION per the contract unit price. No adjustment to the contract unit price will be allowed due to changes to quantities based on actual field conditions.

Basis of Payment: This work shall be paid for at the contract unit price per **LOAD** for **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE**, which price shall be payment in full for the work as specified herein.

SP-42 PARKING SPACE NUMBERING SIGN (DOUBLE SIDE), PARKING SPACE NUMBER SIGN (SINGLE SIDE), GALVANIZED STEEL (METAL) POST-AERIAL, GALVANIZED METAL (SIGN) POST

General

Description: This work shall consist of furnishing and installing parking space numbering signs, posts, post foundations, aerial cable mounting devices, hardware, and all other related items at the locations shown in the Plans or as directed by the Engineer for the parking lot constructed as part of this project. This work shall include all excavation and backfill; furnishing and placing concrete, Class SI; re-grading; furnishing and installing galvanized steel post with cap; furnishing and installing space numbering signs, all mounting devices, hardware, and related appurtenances; and all labor, tools, and equipment necessary to complete the work as specified, including clean-up and restoration of the location.

References: Work under this item shall be performed in accordance with the manufacturer's recommendations and Article/Section 664.04, 664.05, 1006.27(a), 1006.29, 1006.34(a), 1085.57, 1090.01, 1091.01, 729, 1003, 1004, 1020, and 1021 of the IDOT Standard Specifications, except as herein modified. The manufacturer's recommendations shall supersede any discrepancies between the Standard Specifications and the manufacturer's recommendations, with the Engineer having final say on the matter.

Submittals: The Contractor shall submit shop drawings for Village comments for the steel posts and caps, aerial mounting assembly, and numbering signs.

Products

Concrete Materials: Concrete materials shall meet the requirements of IDOT Standard Specifications. The concrete shall be Class SI.

Galvanized Metal Steel Post and Cap (for Aerial Mounted Sign Installation): The material for the steel posts and caps shall meet the requirements of Articles 1006.27(b) of the IDOT Standard Specifications. Galvanizing shall conform to Article 1006.34(a) of the IDOT Standard Specifications.

Span Wire and Hardware (for Aerial Mounted Sign Installation):

- A. The material shall conform to the requirements of Article 1085.57(a) for tether wire.
- B. All turnbuckles, eyebolts, and all other hardware shall conform to the requirements of Article 1085.57(b).

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Galvanized Metal (Sign) Post (for Ground Mounted Sign Installation): The material for metal posts shall conform to the requirements of Article 1006.29 of the IDOT Standard Specifications.

Space Numbering Signs:

- A. Sign base material shall conform to the requirements of Article 1090.01, Type 2, of the IDOT Standard Specifications.
- B. Sign face materials shall conform to the requirements of Article 1091.01, of the IDOT Standard Specifications.

Execution

Concrete Placement for Foundations: Work under this item shall be performed in accordance with Section 420 of the IDOT Standard Specifications, except as herein modified.

- A. Pre-placement Inspection: Before placing concrete, inspect and complete any formwork installation, and items to be embedded or cast-in. Notify other trades to permit the installation of their Work; cooperate with other trades in setting such work as required.
- B. General Requirements: Comply with Section 420 of the IDOT Standard Specifications.
- C. Temperature Control for Placement: Comply with Article 1020.14 of the IDOT Standard Specifications.
- D. Concrete Curing and Protection: Concrete curing shall meet the requirements of Article 1020.13 of the IDOT Standard Specifications.

Galvanized Metal Steel Posts and Caps (for Aerial Mounted Sign Installation): The steel post shall be set as outlined in Articles 664.04 and 664.05 of the IDOT Standard Specifications. Post holes shall be augured by means of mechanical equipment.

Span Wire and Hardware (for Aerial Mounted Sign Installation): The span wire and accessories shall be installed in accordance with Section 872 of the IDOT Standard Specifications. The span wire shall be attached to the galvanized steel posts and the light poles as shown in the Plans. Shop drawings showing attachment details must be submitted to and approved by the Engineer prior to installation of the span wire.

Galvanized Metal Post (for Ground Mounted Sign Installation): The metal posts shall be set as outlined in Section 729 of the IDOT Standard Specifications.

Space Numbering Signs: The signs shall be installed in accordance with Section 720 of the IDOT Standard Specifications.

Measurement and Payment

Measurement: No separate measurement shall be made for the pay items listed below to perform and complete all work required for the Parking Space Numbering.

Basis of Payment: This work will be paid for at the contract unit price per EACH for **PARKING SPACE NUMBERING SIGN (DOUBLE SIDE), PARKING SPACE NUMBER SIGN (SINGLE SIDE), GALVANIZED STEEL (METAL) POST-AERIAL, GALVANIZED METAL (SIGN) POST**, which price shall be payment in full for the work as specified herein. For the aerial mounted signs, payment for span wire, all associated hardware, aerial mounting assemblies, concrete foundations consisting of circular shafts and circular shafts with spread footings as shown on the Plans, and all other incidentals required to provide and

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install the parking space numbering signs shall be considered as included in the contract unit price for **GALVANIZED STEEL (METAL) POST-AERIAL**.

SP-43 TEMPORARY FENCE

Description: This work shall include furnishing, placing, maintaining, relocating, and removing temporary 6'-high chain link fence with protective screening at the perimeter of the construction site and also at the locations specified by the Engineer. Included in the placement of TEMPORARY FENCE is at least one gate at the construction entrance; the contractor may install additional gates at his/her own discretion and cost so long as said gates do not impede or endanger pedestrian traffic in any way, shape, or form. Each temporary fence panel must be properly fastened to adjacent panels and secured in place by at least four sandbags, or per manufacturer's recommendations.

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for:

TEMPORARY FENCE, which price shall be payment in full for the work as specified herein.

SP-44 CONSTRUCTION PHASING

Description: This work shall consist of constructing the improvements in phases as shown on the "CONSTRUCTION PHASING EXHIBIT," revisions dated 01/06/2014. A copy of the "CONSTRUCTION PHASING EXHIBIT" will be provided on CD with this document. The contractor must begin construction of Phase 1, followed by Phase II, followed by Phase III, as depicted on the "CONSTRUCTION PHASING EXHIBIT." The contractor may propose changes to the phasing plan, in which case an exhibit and description must be provided; however, absolutely no changes to the phasing plan may be implemented without prior approval by the Village.

The following specific items shall be considered incidental to construction phasing and their costs shall be merged into the contract unit price per **LUMP SUM** of CONSTRUCTION PHASING.

1. Any re-mobilizations for general contractor and sub-contractors
2. Furnishing, placing, and handling signage for pedestrian and automotive traffic
3. Handling of TEMPORARY FENCE as many times as required to facilitate construction phasing
4. All material and labor required for temporary disconnections, connections, and/or rerouting of existing or proposed utilities required to facilitate construction phasing
5. Furnishing suitable subgrade material to the site, should it be deemed necessary by the contractor due to space limitations
6. All other work not specified herein required to facilitate construction phasing

Basis of Payment: This work shall be paid for at the contract unit price per **LUMP SUM** for **CONSTRUCTION PHASING**, which price shall include all work as specified herein.

SP-45 ACCESS AND WATER SHUT-OFF NOTIFICATION

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

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

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

SP-46 EXPLORATION TRENCH

Description: This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvement. This work shall be performed as directed by the Engineer. A nominal quantity of exploratory excavation has been included in the schedule of prices for the purpose of establishing a unit price for this item of work.

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If it is located in a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the Standard Specifications.

Trench Backfill will not be measured for payment.

This work will be paid for at the contract unit price per **CUBIC YARD** for **EXPLORATION TRENCH**, measured as specified, which price shall include excavation, backfill and legal disposal of excess material.

SP-47 CONFLICT MANHOLE (SIZE, TYPE, FRAME)

Description: This work shall consist of constructing a storm sewer manhole together with frames and the conflict manhole detail on the Drawings and as specified herein.

Construction Requirements: Drainage structures shall be precast reinforced concrete in accordance with Article 602.07 of the Standard Specifications. The section of sanitary sewer to pass through the conflict manhole shall be encased in ductile iron or steel casing (coated on both interior and exterior) with spacers. The casing for the sanitary sewer running through the conflict manhole shall be installed in two pieces and tack welded back together. The casing pipe shall be wrapped with "Canusa" pipe wrap and the casing ends shall be sealed with brick and mortar. Manholes shall be provided with epoxy-coated cast iron steps on 16" centers from frame to invert.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for **CONFLICT MANHOLE (SIZE, TYPE, FRAME)**, which price shall include all sewer pipe, casing pipe, couplings, frame and lids, backfilling, sand cushion, flat slab tops and all labor, material and equipment necessary to complete work.

SP-48 STORM SEWER CONNECTION TO EXISTING MANHOLE

This work includes the connection of the proposed storm sewers to the existing manholes at locations shown on the plans. The proposed connection shall be neatly cut and the area between the cut out and sewer filled with brick and mortar in accordance with Section 1042 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per **EACH** for **STORM SEWER CONNECTION TO EXISTING MANHOLE** which includes all work specified herein.

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SP-49 CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE

This work shall consist of the connection of existing storm sewer to proposed manholes, catch basins or inlets. Removed or extended pipes shall be replaced with new pipe of the same size and type and connected to the proposed structure. Connections to existing pipes shall be made using a band seal, concrete collar or other approved method.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE**.

SP-50 CONCRETE SUPPORT FOR UTILITY CROSSING

This work shall consist of the placement of class X concrete for supporting proposed storm sewer or watermain pipe 24" and greater in diameter above existing sanitary sewers with less than three feet of vertical clearance. The concrete supports shall be constructed per the detail "SPECIAL CONDUIT CROSSING FOR STORM SEWER OR WATERMAIN 24-INCH OR LARGER."

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **CONCRETE SUPPORT FOR UTILITY CROSSING**, which includes all work specified herein.

SP-51 STEEL CASING PIPE, (SIZE)

This work shall consist of the auguring or open cut of casing pipe as specified and the installation of water main pipe through it. Water main pipe materials and installation shall comply with all requirements of the DUCTILE IRON WATER MAIN, 8" special provisions of this document.

The casing pipe shall be a new welded steel pipe, capable of withstanding a minimum force of 35,000 PSI, and shall meet the requirements of ASTM-139, Grade B. The following table shall determine the diameter size and wall thickness of the casing pipe:

CASING PIPE

Diameter Size of Water main Pipe	Diameter Size of Casing Pipe	Minimum Wall Thickness
6"	12"	0.250"
8"	16"	0.282"
12"	20"	0.344"

The auger length shall be as shown on the plans, or as directed by the Engineer in the field, and/or shall conform to the following IEPA standards:

- a) Where the horizontal separation between the water main and any storm or sanitary sewer is less than ten feet and the bottom of the water main is less than eighteen inches above the top of the sewer; or
- b) Where the water main crosses less than eighteen inches above or any distance below a sewer.

For condition (a), the casing pipe shall extend the entire length of the above described proximity and for condition (b), the casing shall be installed for a distance of no less than ten feet to either side of the sewer. For

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the purpose of this special provision, open-ended ditch culverts shall not be considered a sewer.

The auguring of the casing pipe shall be a continuous operation. All joints in the casing shall be welded. Care shall be exercised when auguring to prevent the loss of soil which will create voids outside of the casing.

Power sealer #4810 casing spacers or approved equal shall be used when installing the water main within the casing pipe. Skids shall be securely banded to the water main at frequent intervals such that the pipe is uniformly supported within the casing. Prior to backfilling, the ends of the casing pipe shall be sealed with brick and mortar.

The auger pit shall be large enough to accommodate all equipment; however, this pit shall not be larger than twice the allowable trench width by twice the casing pipe length. The pit shall be protected at all times such that safe working conditions are assured and no hazard is presented to motorists or pedestrians.

Basis of Payment: The work shall be paid for at the contract unit price per FOOT for STEEL CASING PIPE (SIZE), which shall include all labor, materials, and necessary equipment to complete the work in place.

SP-52 TEMPORARY SURFACE OVER TRENCH – (AGGREGATE)

Description: This work shall consist of construction, maintenance, and removal of an aggregate surface course for temporary roads and approaches as specified in Section 107.09 of the Standard Specifications. The depth of the temporary surface over trench shall equal the depth of the proposed, final asphalt pavement thickness.

Construction Requirements:

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the Standard Specifications, except that the equipment required for the work will be as directed by the Engineer. Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

Materials:

Aggregate used for temporary access shall be of CA-6 gradation and shall meet the requirements of Section 1004.04 of Standard Specifications, except the use of crushed concrete and slag will not be allowed. The top portion of the temporary aggregate surface will be capped with four inches (4") of bituminous grindings to assist with dust control.

When the use of the aggregate for temporary roads and approaches is discontinued, the surface aggregate placed in its construction and maintenance shall be removed and either utilized in the permanent construction or otherwise disposed of as specified in Section 202.03.

Basis of Payment: This work shall be paid for at the contract unit price per SQUARE YARD for TEMPORARY SURFACE OVER TRENCH – (AGGREGATE), which price shall include all the labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the aggregate surface or the bituminous patching material surface with aggregate subbase, used in the construction of temporary road and drive approach surfaces. These items shall also include the maintenance of the temporary pavement.

SP-53 DETECTABLE WARNINGS

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Description: This work shall consist of the installation of new detectable warning material as shown in the plans. All detectable warnings shall be placed by methods and with materials in accordance with Article 424 and 424.09 of the Standard Specifications.

Detectable Warnings shall be brick red, cast-in-place composite panels with inline dome pattern. Panels shall be installed full width of the walk (2" max concrete border allowed) in accordance with the latest PROWAG guidelines and at the direction of the Public Works Director (or his/her designee).

Detectable Warnings shall be Access-Tile Cast-In-Place Replaceable, or equivalent equal.

Basis for Payment: This work shall be paid for at the contract unit price per **SQUARE FOOT** for **DETECTABLE WARNINGS**, which price shall include all material, labor, and equipment necessary to complete this item.

SP-54 VALVES

Description: Water main valves shall meet all of the requirements of the following standards as reissued and published on or before the date of this contract:

- Rubber-Seated Butterfly Valves - AWWA C504
- Resilient-Seated Gate Valves - AWWA C509
- Resilient-Seated Gate Valves for Pressure - AWWA 6500
- Side Tapping or Pressure Insertion - AWWA C509

All valves shall have the name, monogram, or initials of the manufacturer cast thereon. The Contractor shall submit to the Engineer the Manufacturer's specifications for the valves he intends to use on this project. All valves shall contain factory installed Grade 316 stainless steel nuts and Grade 304 bolts. All valves shall be furnished with mechanical joints conforming to ANSI/ANWA- C111/A21.11.

Valves for water mains twelve inches in diameter or larger shall be Resilient-Seated gate valves and installed in a six foot diameter Type A vault with a standard cone section. Valves for water main ten inches in diameter or less shall be Resilient-Seated gate valves and installed in a five foot diameter Type A vault with a standard cone section.

Pressure side-tapping Resilient-Seated gate valves shall be installed in a Type A vault with an offset cone section unless otherwise noted. A six foot diameter vault shall be used for tapping mains ten inches in diameter or larger, five foot diameter vault when tapping mains eight inches in diameter or less. Pressure insertion Resilient-Seated gate valves shall be installed in a Type A vault with a standard cone, four foot in diameter for mains eight inches in diameter or less, five foot diameter vault for mains ten inches in diameter or larger.

All vaults shall be equipped with a Type 1 frame and lid with the word "WATER" cast in the lid. The pick holes shall be of the large size per IDOT Standard 604001. All lift holes and holes around the water main shall be completely sealed with mortar inside and out. All joints between vault sections and between adjustment rings shall be completely sealed with mastic only, as directed by the Engineer.

Gate Valves, 3" diameter or larger, used to reconnect 3" or larger water services shall be paid for as valves, and not as water service reconnection devices

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Basis of Payment: This work will be paid for at the contract unit price **EACH** for **RESILIENT-SEATED GATE VALVE (SIZE SPECIFIED) IN (SIZE SPECIFIED) VAULT**, which price shall include all excavation, bedding, trench backfill, blocking, and tapping sleeve or anchor clamps where applicable.

SP-55 PERENNIAL PLANT MAINTENANCE

Description: This work shall consist of the maintenance of all planting for a period of one year after installation.

Contractor agrees to repair or replace plantings that fail within specified Warranty Period, which shall be one year from date of installation for all plant material. Full maintenance shall be provided by skilled employees of the Contractor for the duration of the Warranty Period. Maintenance shall begin immediately after plant installation and continue until all plantings are acceptably healthy, well established, and until Final Acceptance. Plantings shall be maintained by watering, weeding, fertilizing, mulching, and other operations as required to establish healthy, viable plantings. Final Acceptance shall be granted one year from the date of installation of all plant material, pending 95% survivorship, 90% total coverage, and no more than 5% non-native plants.

Basis of Payment: This work shall be paid for at the contract unit price per **LUMP SUM** for **PERENNIAL PLANT MAINTENANCE**. Payment shall be made as follows: 50% shall be paid no sooner than 90 days after completion of the plantings. An additional 25% shall be paid no sooner than 180 days after completion of the plantings. If either the 90 or 180 day maintenance period ends between January 1 and May 1, then payment for that period shall be delayed until June 30, or as otherwise approved by the Engineer upon completion of spring maintenance activities. The remaining 25% will be paid upon final acceptance of the plant material. Payment may be reduced accordingly if the survival rate of plants falls below 95% for any specified maintenance period, as determined by the Engineer.

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Storm Water Pollution Prevention Plan

A Storm Water Pollution Prevention Plan (SWPPP) meeting the terms and conditions of the General National Pollutant Discharge Elimination System has been developed by the Village and approved by the Illinois Environmental Protection Agency (IEPA). A copy of the approved SWPPP will be provided on CD with this document. The SWPPP Contractor/Subcontractor Certification page must be signed and returned with the Call for Bid document (see Bid Submittal Checklist below).

Village of Downers Grove – Parking Lot H Improvements (P-005)

Federal Guidelines and Requirements

This section of the Call for Bid includes federal guidelines (listed below) that must be adhered to by the contractor. The federal guidelines and requirements listed below shall supercede any conflicting Village guidelines and/or requirements.

- Exhibit 1-D/D: FTA/IDOT Addendum for Material Procurement
- Exhibit J: Federally Financed Construction Labor Regulations
- FTA Construction Sign (to be posted at construction site)
- Disadvantaged Business Enterprise (DBE) Requirements
 - Labor Provisions – Construction
 - DOL – Equal Employment Opportunity Provisions - Construction
 - Exhibit 1-L: Metra DBE Compliance Requirements
 - Schedule A: Bidder/Proposer/Contractor Commitment to DBE Subcontract Participation **(must be filled out and submitted with bid; see Bid Submittal Checklist below)**
 - Schedule C: Confirmation of DBE Commitment **(must be filled out and submitted with bid; see Bid Submittal Checklist below)**
 - Schedule D: Commitment to DBE Joint Venture **(must be filled out and submitted with bid; see Bid Submittal Checklist below)**

EXHIBIT 1-D
FTA/IDOT ADDENDUM FOR MATERIAL PROCUREMENT

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EXHIBIT D
FTA/IDOT ADDENDUM FOR CONSTRUCTION CONTRACTS

**U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION ("FTA") AND
ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT")
ADDENDUM FOR CONSTRUCTION CONTRACTS**

1. **Parties Affected.** The Contractor agrees to take appropriate measures to ensure that his firm, employees, any subcontractors, or any additional parties contracted for work as a result of this Contract will be responsible for compliance with those Federal and State requirements described in this Contract.
2. **False or Fraudulent Statements or Claims.** The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. part 3801 et seq and US DOT regulations 49 C.F.R. Part 31 apply to its actions pertaining to this Contract. Accordingly, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate. If applicable, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. Part 1001 and 49 U.S.C. Part No. 5307 (n) (1), to the extent the Federal Government deem appropriate.
3. **Approved Equals and Brand Names.** Where a feature, component, or item is specified by brand name in the Specifications, the words "or Approved Equal" are implied. All approvals and requests for approvals of proposed Approved Equals must be in writing. Specification by brand name of components or equipment in the Specification shall not relieve Contractor from its responsibility to design and construct the Equipment and perform the work in accordance with the general performance requirements of the Specifications and these General Provisions.
4. **Environmental Requirements.**

The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S., EPA, FHWA and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, the Contractor agrees to adhere to, and impose on its subcontractors and any other parties at any tier, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to FTA, Metra, and the Contractor. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

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a. **Environmental Protection.**

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

b. **Air Quality.** The Contractor agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically:

(a) The Contractor agrees to comply with all applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation and control measure incorporated in the Project. The Contractor agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.

(2) The Contractor agrees to comply with, and assures compliance by its subcontractors at any tier, with these requirements resulting from the project. The Contractor will report any violation by its own employees and subcontractors at any tier, that may result in any violation of these requirements to Metra, the FTA, and to the appropriate U.S. EPA Regional Office.

c. **Clean Water.** The Contractor agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

(2) The Contractor agrees to comply with, and assures compliance by its subcontractors at any tier, with these requirements resulting from the project. The Contractor will report any violation by its own employees and subcontractors at any tier, that may result in any violation of these requirements to Metra, the FTA, and to the appropriate U.S. EPA Regional Office.

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5. **Audit and Inspection of Records.** Contractor agrees to permit the authorized representatives of Metra to inspect all work materials, payroll, and other data and records involving this Agreement and to audit the books, records, and accounts involving this Agreement.
6. **Disadvantaged Business Enterprise.** Contractor must take all such action as may be necessary and reasonable to assure that disadvantaged business enterprises have an equitable opportunity to compete in all sub-contracting activities and shall cooperate with Metra in its program for the participation of disadvantaged enterprises.
7. **Employment.**
- 7.1 **Equal Employment Opportunity and Fair Employment Practices.** In connection with the execution and performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, disability, sex, age, or national origin. Contractor shall take affirmative action to assure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.2 **FTA Regulations.** Contractor, for itself, its assignees and successors in interests, agrees that it will comply with the following regulations:
- (a) **Compliance with Regulations.** Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the FTA Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (b) **Nondiscrimination.** Contractor, with regard to work performed by it during this Contract, shall not discriminate on the grounds of race, color, religion, national origin, age, disability, or sex, in the selection and retention of subcontractors, including procurement of materials and lease of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Contract covers a program set forth in Appendix B of the Regulations.
 - (c) **Solicitations for Subcontracts (including Procurement of Materials and Equipment).** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, national origin, age, disability, or sex.

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- (d) **Information and Reports.** Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by Metra or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish information, Contractor shall so certify to Metra or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance.** In the event of Contractor's non-compliance with the nondiscrimination provisions of this Contract, Metra shall impose such Contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
- (i) Withholding of payments to Contractor under this Contract until Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Contract, in whole or in part.
- (f) **Incorporation of Provisions.** Contractor shall include the provisions of paragraphs (a) through (f) of this Section 5.2 in every subcontract, including procurement of materials and lease of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement Metra or FTA may direct as a means of enforcing such provisions including sanctions of noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request Metra to enter into such litigation, and Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7.3 **Equal Employment Opportunity.** Contractor shall comply with, and assure that each subcontractor complies with, the following regulations of the Illinois Department of Human Rights:

7.3.1 **Section 6.1** In the event of the Contractor's noncompliance with any provisions of the Equal Opportunity Clause, the Contractor may be declared non-responsive and therefore ineligible for future Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and, further, that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

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- (2) That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine that availability (in accordance with the Department's Rules and Regulations) of minorities and subcontractors, and further, it will promptly notify the Contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Department to be non-responsible and therefore, ineligible, for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- 7.3.2 **Section 6.3 Subcontracts.** Each Contractor and subcontractor shall, in turn, include the Equal Employment Opportunity Clause set forth in Section 6.1 of these Rules and Regulations in each of its subcontracts verbatim or by reference, so that provisions of Paragraphs 1 through 7 of said clause will be binding upon subcontractors of every tier, provided, however, that only paragraphs 1, 5, 6 and 7 need be included in every subcontract as defined in Section 1.1 (17) (a) of these Rules and Regulations.
8. **Termination and Suspension.** Metra reserves the right to terminate this Contract at any time after the effective date of this contract, with or without cause. The termination will be effective as provided in Sections 8.1 and 8.2 below.
- 8.1 **Termination for Default (or for Cause).**
- (a) Each of the following is an event of default:
- (i) If Contractor fails to begin the work or abandons it;
 - (ii) If the Contract is assigned or the work subcontracted otherwise than as permitted by the Contract documents;
 - (iii) If Contractor unreasonably delays performance of the Contract with no excuse hereunder;
 - (iv) If Contractor violates or breaches any of the provisions or covenants of the Contract documents, or does not comply therewith in good faith;
 - (v) If the work or any part thereof is not completed within the delivery time prescribed in the Contract, or within the time to which such delivery is extended by Metra;
 - (vi) In view of the necessity for special skill and ample financial resources in the execution of the work, if Contractor shall make an assignment for the benefit of creditors, take advantage of any insolvency statute, debtor or creditor law now or hereafter enacted or amended, or if its property or affairs shall be put in the hands of a receiver or receivers.

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- (b) Upon the occurrence of any of the events of default, Metra, upon written notice to Contractor, shall have the following rights:
- (i) The right to declare the Contractor in default and the Contract abandoned and to take over and complete the work or any part thereof itself or through other Contractors, as agent for and at the expense of Contractor; and
 - (ii) The right to declare the Contractor in default and to terminate the Contract as to any work not yet completed.

In any event, Metra reserves its rights to damages, liquidated or otherwise, arising out of any such default, and such other remedies as may be provided by the law, unless Contractor cures such default within seven (7) calendar days after receipt of written notification of default. In the event of cancellation or termination following the event of default, no cancellation charges shall be paid to Contractor.

8.2 **Termination without Default.** As stated before, Metra reserves the right to terminate this Contract, effective immediately, without cause, upon notice to the Contractor of termination in writing. Additionally, in the event FTA's or IDOT's financial assistance for Contract is, in whole or in part, suspended, abrogated, or terminated for any reason whatsoever, Metra shall have the right to terminate this Contract upon receipt of written notice by the Contractor, with no obligation other than payment to the Contractor of the following cancellation charges. In the event of cancellation other than for Contractor's default, Metra agrees to pay, and Contractor agrees to accept as its sole remedy, cancellation charges equal to the cost (less salvage), if any, of materials, supplies, and labor expended or irrevocably committed to the work, plus a reasonable profit (not greater than 10%) based on a proportionate allocation of the profit which would have been earned had the entire work been performed to the portion of work then performed. Title to all property covered by such charges shall vest in Metra without additional charge. Payment of cancellation charges will be made within forty-five (45) calendar days after presentation of Contractor's invoice showing all cancellation charges accompanied by evidence substantiating each cost or expense claimed.

8.3 **Post-Termination Obligations.** After receipt of notice of termination and except as otherwise directed by Metra, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the notice of termination; and
- (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of this work under the Contract as is not terminated, and
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination.

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9. **Interest of Members of Congress.** No member of or delegate to the Congress of the United States, nor any member or delegate to the Illinois General Assembly, shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
10. **Prohibited Interest.** No member, officer, or employee of Metra, during his tenure shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
11. **Financial Assistance Contracts** This Contract is subject to the provisions of the financial assistance Contracts between Metra, FTA, IDOT, and other sponsoring agencies which are identified in the Invitation for Bids.
12. **Ineligible Contractors and Subcontractors.** Any name appearing upon the Comptroller General of the United States' list of ineligible Contractors for federally financed and assisted construction shall not be eligible to act as a subcontractor for the Contractor pursuant to this Contract. In the event the Contractor is on the Comptroller General's list of ineligible Contractors for federally financed or assisted construction, this contract may be canceled, terminated, or suspended by Metra.
- (1) **Violation of Public Contracts.** Contractor and subcontractors are required to certify that they are not included on the U. S. Comptroller's consolidated list of persons or firms currently debarred for violation of various public Contracts.
13. **Contract Changes.** Any proposed change in the Contract shall be submitted to Metra for its prior approval.
14. **Subcontracts.** (Cooperative and Carrier Agreements) The (third party agency, carrier, contractor) shall not enter into any sub-contracts or agreements, or start any work by the work forces of (the third party), with respect to this Contract, without the prior concurrence of the Illinois Department of Transportation. All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third party Contracts, agreements and force account work by the IDOT manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to Metra for approval prior to submittal to IDOT.
15. **Copyright and Rights in Data.** This Agreement shall be subject to the U.S. Federal Transit Administration's (FTA) policy on copyrights and rights in data, with respect to research reports and other technical materials developed with program funds. That policy, as set forth in Section II B of the FTA External Operating Manual, permits the author or grantee to copyright the work, but FTA reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes.

Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project Administration.

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Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement:

(1) Except for its own internal use, Metra may not publish or reproduce subject data in whole or part, or in any manner or form, nor may Metra authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(2) The restrictions on publication of Subsection 19.b(1) of this Master Agreement, however, does not apply to an Agreement with an institution of higher learning.

In accordance with 49 C.F.R. Part 18.34 and 49 C.F.R. Part 19.36 the Federal Government reserve royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize use for Federal Government purposes the "subject data" described as follows:

- a. Any subject data developed under this Contract financed by FTA to Metra, whether or not a copyright has or has not been obtained by the Contractor; and
- b. Any rights of copyright to which a Contractor purchases ownership paid by Metra with Federal assistance.

16. Cargo Preference - Use of United States - Flag Vessels and Flag Air Carriers

The Contractor agrees--

- A. To utilize privately owned United States - flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 days following the date of loading for shipment originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A above to the FTA Administrator and grantee through the prime contractor in the case of subcontractor bill-of-lading and to the Division of National Cargo, Office of Market development, Maritime Administration, Washington, D.C. 20230.
- C. To utilize U.S. flag air carriers, to the extent service is available, for the international air transportation of any persons involved in the Contract or any property acquired for the Contract as required by the International Air Transportation Fair Competitive Practices Act of 1974, amended, 49 U.S.C. § 40118, in accordance with U.S. GAO regulations, "Uniform Standards and Procedures for Transportation," 40 C.F.R. Part 52, and U.S. GAO Guidelines for Implementation of the "Fly America Act," B-138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981.
- D. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this clause.

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17. **Patent Infringement.** The Contractor shall defend any suit or proceeding brought against Metra that is based on claims of equipment patent infringement. The Contractor shall pay any damages and costs awarded therein, including incidental and consequential damages, against Metra. In case said equipment, or any part thereof in such suit, is held to constitute infringement and use of said equipment or part thereof is enjoined, the Contractor shall, at its own expense and option, either procure for Metra the right to continue using said equipment or part thereof, replace same with non-infringing equipment, or modify it so it becomes non-infringing.
18. **Buy America.**
- a. The Contract agrees to comply with 49 U.S.C. 5323 (j), FTA's Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by FTA, with respect to this Contract, when financed by Federal funds (Grant Agreement or Cooperative Agreement.)
 - b. As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate.
19. **Required in Bidding Requirements**
- a. In the event a single bid is received, Metra will conduct a price and/or cost analysis of the bid. A price analysis is the process of examining the bid and evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurement's must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached hereto.
 - b. Where it is impossible to obtain a valid price analysis, it may be necessary for Metra to conduct a cost analysis of the bid price with the bidder's full cooperation.
 - c. The price and/or cost analysis shall be made by competent and experienced auditors or Contract agents. An engineer's estimate or comparison of the prices involved in this Contract is insufficient.
 - d. If Metra does not have the capabilities to perform the needed analysis, FTA will lend support in obtaining the services of the Defense Contract Audit Agency.
20. **Conservation.** Contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy Conservation Act (42 UDC, Section 6321 et seq.).
21. **Changing Requirements.** To achieve compliance with changing Federal, State and Local requirements, Contractor is to recognize that the requirements may change and the changed requirements will apply to this project as required, unless the Federal, State and/or Local Government determines otherwise.

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22. **Reporting, Record Retention and Access.** The Contractor agrees as follows:
- a. **Reports.** The Contractor agrees to provide Metra and if requested, to the FTA, those reports required by the Contract and as required by U.S. Dept. of Transportation's Grant Management rules or other reports the Federal Government may require.
 - b. **Record Retention.** The Contractor agrees that, during the course of this Contract and for three (3) years thereafter it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract as Metra or the Federal Government may require to review.
 - c. **Access to Records.** The Contractor agrees to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving this Contract and to audit the books, records, and accounts of the Contractor involving this Contract. For those contracts whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation, the Contractor in accordance with 49 U.S.C. Part 5325(a), agrees to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving this Contract and to audit the books, records, and accounts of the Contractor involving this Contract.
23. **Patent Rights.** If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor will notify Metra immediately and provide a detailed written report of same.
- In addition, unless the Federal Government makes a contrary determination in writing, the rights and responsibilities of the Contractor, Metra, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulation, including any waivers thereof. Unless specified otherwise, the Contractor agrees it will transmit to the FTA those rights due the Federal Government in any invention resulting from the Contracts described in the U.S. Dept. of Commerce's Regulation, No. 37 C.F.R Part 401.
24. **Contract Hours and Safety Standards Act.** The Contractor agrees to comply and assure compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Parts 327 through 333; and implements and complies with U.S. Department of Labor Regulation 29 C.F.R. Part 5; 29 C.F.R. Part 1926.
25. **Substance Abuse.** To the extent the Contractor, subcontractor, or any party Contracted for work as a result of this Contract that performs a safety sensitive function, Contractor agrees to comply with, and assures their employees comply with the requirements of 49 U.S.C. Part 5331 and 49 C.F.R. Part 653 for Drug Abuse. To the extent the Contractor, subcontractor, or any party Contracted for work as a result of this Contract that performs a safety sensitive function, agrees to comply with, and assures their employees comply with the requirements of 49 U.S.C. Part 5331 and 49 C.F.R. Part 654 for Alcohol Abuse.
26. **Access Requirements for Individuals with Disabilities.** The Contractor agrees to comply with, and assure that any subcontractor, at any tier under this Contract complies with all applicable

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requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.* and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1612; and the following regulations and any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
 - (4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - (6) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;
 - (7) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.
27. **Employee Benefits.** Contractor agrees to pay its employees all rightful salaries, medical benefits, pensions, and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and Contractor further agrees to make all required withholdings and deposits therefor. In addition, Contractor agrees to require all subcontractors for this project to pay their employees all their rightful salaries, medical benefits, pensions, and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and to further require all subcontractors for this project to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with subcontractors for this project.
28. **No Federal Government Obligations to Third Parties.** Absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subrecipient and third party contractor.

EXHIBIT D

FTA/IDOT ADDENDUM FOR CONSTRUCTION CONTRACTS

29. **Privacy Act.** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government and Metra under any contract.
- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. The Contractor agrees to obtain the express consent of the Federal Government and Metra before the Contractor or its employee operate a system of records on behalf of the Federal Government and Metra. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract or purchase order.
 - b. The Contractor agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government and Metra Financed in whole or in part with financial assistance provided by either FTA or Metra.
30. **Preference for Recycled Products.** If specified by Metra in the IFB or RFP, and to the extent practicable and economically feasible, Metra agrees to accept by competitive preference, products and services that conserve natural resources, protect the environment and that are energy efficient. Examples of such products may include, but are not limited to products described in the U.S. Environmental Protection Agency guidelines at 40 C.F.R. parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962.
31. **Employee Protections.** The Contractor agrees to comply with and assures compliance by its sub-contractors at any tier, with applicable employee protection requirements for employees of section 102 of the Contract Work Hours and Safety Standards Act; as amended, 40 U.S.C. §327 through 332, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Contracts (also Labor Standard Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 C.F.R. Part 5.
32. **Energy Conservation.** The Contractor agrees to comply with the mandatory energy efficiency standards and policies within applicable State energy conservation plans and/or guidelines issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 et seq.

EXHIBIT J

FEDERALLY FINANCED CONSTRUCTION LABOR REGULATIONS

REGULATIONS, PART 5: LABOR STANDARDS PROVISIONS APPLICABLE
TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

SS53.-5.4 (Reserved)

55.5 Contract provisions and related matter.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency of financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 15.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided. That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor, under the Copeland Act (29 CFR Part 3) the full amount; of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of the section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans funds or programs which cover the particular weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed without regard to skill except as provided in 5.5(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided. That the employers payroll records accurately set forth the time spent in each classification to which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(Revised 5/11)

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EXHIBIT J

FEDERALLY FINANCED CONSTRUCTION LABOR REGULATIONS

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act the Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1),(2),(3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards act. These clauses shall be inserted in addition to the clauses required by 1 5.5(a) or 1 4.6 of Part 4 of this title. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek whichever is greater.

(2) Violation: liability for unpaid wages: liquidated damage: In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therein shall be liable for the unpaid wages. In addition such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards employed in violation of the clause set forth in paragraph (b)(1) of this section in the sum of \$10 for each calendar day or which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

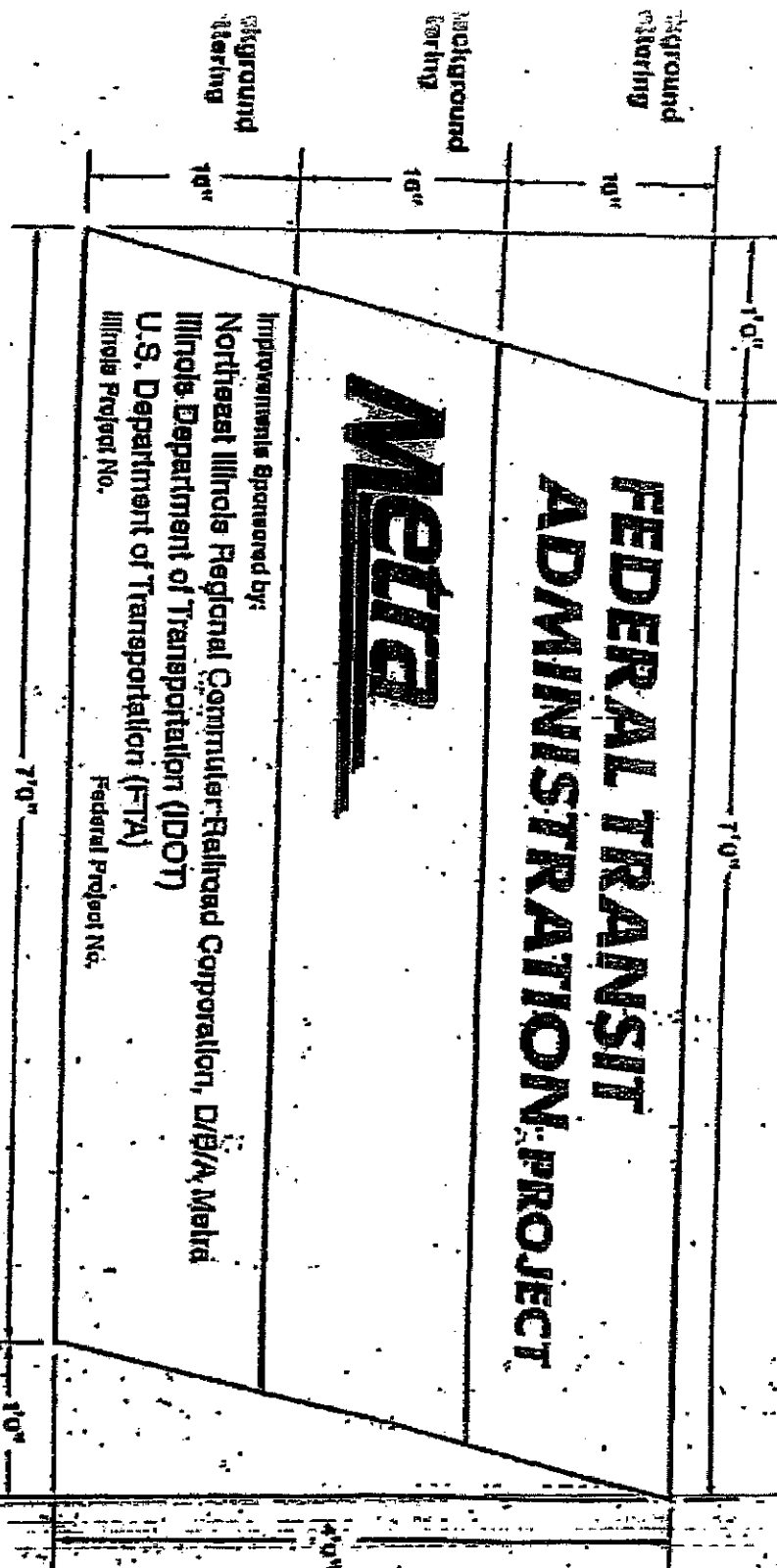
(3) Withholding for unpaid wages and liquidated damages. Metra shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contract or subcontractor under any such contract or any other Federal contract with the same prime contractor or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy and liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. This contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontracts with clauses set forth in paragraphs (b)(1) through (4) of this section.

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FEDERALLY FINANCED CONSTRUCTION LABOR REGULATIONS

(c) In addition to the clauses contained in paragraph (b) in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen working on the Contract. Such records shall contain the name and address of each such employee social security number correct classifications hourly rates of wages paid daily and weekly number of hours worked deductions made and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)



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LABOR PROVISIONS**LABOR PROVISIONS - CONSTRUCTION****GENERAL INSTRUCTIONS FOR COMPLIANCE WITH THE LABOR PROVISIONS**

1. This construction project is subject to the Davis-Bacon and Related Acts.
2. The minimum wages as established by the U.S. Department of Labor to be paid on this construction project are contained in the attached Wage Determination.
3. All workers that are to be employed under this Contract shall be classified in conformance with the Wage Determination. If a classification or a rate is not found in the attached Wage Determination, call or write the project Contracting Officer and request a classification or rate determination.
4. The Wage Determination as well as a Davis-Bacon Poster must be prominently posted at the construction site.
5. Payroll data must be maintained by Contractors and Subcontractors as required under 29 CFR 5.5.
6. Certified Payrolls must be submitted weekly to the project Contracting Officer or designated representative for transmittal to Metra.

**LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR
STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS
SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)**

Refer to Title 29 Labor Part 5

§5.5 Contract provisions and related matters

- (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than

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those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR § 5.5 (a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided at 29 CFR § 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR § 5.5 (a)(1)(ii) and the Davis-Bacon Poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) Except with respect to helpers as defined in 29 CFR § 5.2 (n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR § 5.2 (n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate) a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an

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authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR § 5.5 (a)(1)(ii)(B) or (C), shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *PROVIDED* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding**

The Federal Transit Administration (FTA) or Metra shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the FTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as

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may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Contracting Officer or designated representative for transmission to Metra. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5 (a)(3)(i) except that full social security numbers and home addresses *shall not be included on weekly transmittals*. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Metra, the Prime Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

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- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance." signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347 shall satisfy the requirement for submission of the "statement of compliance" required by 29 CFR § 5.5(a)(3)(ii)(B).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under 29 CFR § 5.5 (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of the FTA, Metra, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or make them available, the FTA may, after written notice to the Contractor or Metra, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, may be grounds for debarment action pursuant to 29 CFR § 5.12.
- (4) **Apprentices and Trainees**
- (i) **Apprentices**
- Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in

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his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees

Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits, listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a

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training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work performed actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the Equal Employment Opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(iv) Helpers.

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in 29 CFR § 5.5(a)(1)(ii). The allowable ratio of helpers to journeymen employed by the Contractor or subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each Contractor's or in each subcontractor's own work force employed on the job site.) Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 CFR § 5.2 (n)(4), shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeyman's (or Laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

(5) Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract Termination: Debarment

A breach of the Contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR § 5.12.

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(8) **Compliance with Davis-Bacon and Related Act Requirements**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are incorporated by reference in this Contract.

(9) **Disputes Concerning Labor Standards**

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of Eligibility**

(i) By entering into this contract or a third party Contract financed under this contract, the Contractor certifies that neither it (nor he nor she) nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR § 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of Part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) **Overtime Requirements**

No Contractor or subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; Liability for Unpaid Wages; Liquidated Damages**

In the event of any violation of the requirements of 29 CFR § 5.5 (b)(1), the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the

LABOR PROVISIONS

United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 CFR § 5.5 (b)(1) in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by 29 CFR § 5.5 (b)(1).

(3) **Withholding for Unpaid Wages and Liquidated Damages**

The FTA or Metra shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 CFR § 5.5 (b)(2).

(4) **Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this *Contract Work Hours and Safety Standards Act* section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, Metra, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

NOTICE TO THE PUBLIC BODY OF LABOR DISPUTES

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the project Contracting Officer or designated representative for transmission to Metra.

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DISPUTES CLAUSE

1. The procedures listed in §5.11, Disputes Concerning Payment of Wages, may be initiated upon the Administrator's own motion, upon referral of the dispute by a Federal agency pursuant to §5.5(a)(9), or upon request of the contractor or subcontractor(s).
2. All disputes concerning the payment of prevailing wage rates or classifications shall be promptly reported to the project Contracting Officer or designated representative for transmission to Metra.
3. All questions relating to the application and interpretation of wage determinations (including the classifications therein) issued pursuant to Part 1 of this subtitle, of the rules contained in this Part and in Parts 1 and 3, and of the labor standards provisions of any of the statutes listed in §5.1 shall be referred to the Administrator for appropriate ruling or interpretation. The rulings and interpretations shall be authoritative and those under the Davis-Bacon Act may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 259). Requests for such rulings and interpretations should be addressed to the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

CONVICT LABOR

In connection with the performance of work under this Contractor the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

DEFINITIONS

1. FTA means Federal Transit Administration.
2. Sponsor means Northeast Illinois Regional Commuter Railroad Corporation D/B/A Metra.
3. Contractor shall mean the Prime Contractor designated as such in this project.

EEO PROVISIONS

**DOL - EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS -
CONSTRUCTION**

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	19.6%/Year	6.9%/Year

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs in the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specification set forth in 41 CFR 60-04.3(a), and its efforts to meet the goals. The hours of minority and female employment must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects.

The transfer of a minority or female employee or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction Subcontract in excess of \$10,000.00 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" for the Standard Metropolitan Statistical area (SMSA) is Chicago, IL.

EEO PROVISIONS**Equal Opportunity Clause**

During the performance of this Contract, the Contractor agrees to abide by all conditions set forth in the Equal Opportunity Clause as detailed in 41 CFR Part 60, including:

Standard Federal equal employment opportunity construction contract specifications (Executive Order No. 11246):

- (1) As used in these specifications:
 - (a) "Covered Area" means the geographical area described in the solicitation from which this contract resulted;
 - (b) "Director" means director, office of federal contract compliance programs, United States Department of Labor, or any person to whom the director delegates authority;
 - (c) "Employer Identification Number" means the federal social security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941;
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the far east, South Asia, the Indian subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 C.F.R. § 60-4.5) in a hometown plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse

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any covered contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7) (a) through (p) of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of federal contract compliance programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order No. 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

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- (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7) (b) above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in publicizing it and the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the Contractor's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written

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- notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of the Contractor's work force.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. part 60-3.
 - (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7) (a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraphs (7) (a) through (p) of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment

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opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (even though the Contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order No. 11246.
- (12) The Contractor, shall carry out such sanctions and penalties for violation of these specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order No. 11246, as amended, and its implementing regulations, by the office of federal contract compliance programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order No. 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 C.F.R. § 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the extent that existing records satisfy this requirement, Contractor shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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**METRA
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
COMPLIANCE REQUIREMENTS**

The Northeast Illinois Regional Commuter Railroad Corporation, d/b/a Metra, is required to take all necessary and reasonable steps to ensure non-discrimination in the award and administration of contracts. Therefore, the federal regulatory provisions of 49 C.F.R. Part 26 apply to this Contract.

I. CONTRACT GOAL

Metra has established a contract DBE goal of 10 %.

NOTE:

For bid/proposal responsiveness purposes only, DBE credit toward the contract DBE goal is measured solely against the base bid, initial proposal, bid total or grand total, not on allowance, alternative bid amounts or master purchase agreement total dollar limitation.

II. BID/PROPOSAL RESPONSIVENESS REQUIREMENTS

In order to be responsive, a bidder/proposer must make good faith efforts to meet the contract goal for Disadvantaged Business Enterprise (DBE) participation in this contract. A bidder can accomplish this in either of two ways:

- A. First, the bidder/proposer can commit to meet the goal with enough participation by DBEs that are certified, at the time of bid, by the Illinois Unified Certification Program (IL UCP), providing properly completed and signed Schedules of this Exhibit -- Schedule A or Schedule D (if a joint venture) as well as Schedule C(s), written confirmation from the DBE(s) participating in the contract as provided in Schedule A. Schedule A or D must list the name, description of DBE work scope, the North American Industry Classification System (NAICS) Code and dollar amount of participation of each, and only each, DBE that will participate in this Contract. (If the bidder/proposer is itself a DBE, the DBE bidder/proposer must indicate on Schedule A what scope of work its forces will actually perform outside of the work of any subcontractor, and the dollar amount of that work. If this amount does not satisfy the DBE goal, the DBE bidder/proposer must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with their work scope and agreed price).

Bidders/Proposers/Contractors shall utilize the specific DBE participant(s) listed on the Schedule A or D to perform the work and supply the materials for which each is listed unless prior written approval is obtained from Metra's DBE Senior Director.

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The Bidder/Proposer/Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE; **or**

- B.** Second, if the bidder/proposer cannot meet the goal with enough participation by DBEs, the bidder/proposer must provide properly completed and signed Schedule A or D and Schedule C(s) to the extent it will utilize DBE participation, and submit detailed and corroborating documentation evidencing its good faith efforts to achieve the contract goal.

The bidder/proposer must comply with section A or B of Article II, and submit all documentation prior to or with submittal of the bid/proposal. If the bidder/proposer fails to do so, its bid/proposal will be deemed non-responsive. **Any DBE(s) listed on Schedule A and/or D must be certified by the IL UCP at the time of the bid/proposal due date.**

III. GOOD FAITH EFFORTS

Metra's DBE Senior Director is responsible for determining whether a bidder/proposer met the DBE Responsiveness Requirements. Metra's DBE Senior Director determines whether a bidder/proposer has properly committed to meet the contract goal and whether a bidder/proposer who has not committed to meeting the goal has documented good faith efforts in order to be responsive. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. Metra must be satisfied that all information is complete and accurate, and adequately documents the bidder's/proposer's good faith efforts before Metra commits to the performance of the contract by the successful bidder/proposer.

A bidder's/proposer's documented good faith efforts to meet the contract goal must demonstrate that the bidder/proposer took *all necessary and reasonable steps* which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder/proposer was not fully successful. Metra will make a fair and reasonable judgment whether a bidder/proposer that did not meet the goal made adequate good faith efforts. Metra will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer made. The efforts employed by the bidder/proposer should be those that one would reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.

Metra will also take into account the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to commit to the contract goal, but others commit to the goal, Metra will raise the question of whether, with additional reasonable efforts, the apparent successful bidder/proposer could have committed to the goal. If the apparent successful bidder/proposer fails to commit to the goal, but meets or exceeds the average DBE participation obtained by other bidders/proposers, Metra may view this, in conjunction with other factors, as evidence that the apparent successful bidder/proposer made good faith efforts.

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The following is a list of types of actions that Metra will consider as part of the evaluation of the bidder's/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory check list, or to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- A. Soliciting through all reasonable and available means (e.g., attendance at pre-bid/pre-proposal meetings, if applicable, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder/proposer might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D.
 1. Negotiating in good faith with interested DBEs. It is the bidder's/proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 2. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take into consideration a firm's price and capabilities, as well as contract goals. The fact that there may be some additional costs involved in finding and using DBEs, however, is not in itself sufficient reason for a bidder's/proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder/proposer to perform the work of a contract with its own organization does not relieve the bidder/proposer of the responsibility to make good faith efforts. Bidders/Proposers are not, however, required to accept high quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's/proposer's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the bidder's/proposer's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Metra or the bidder/proposer.

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- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

LOCATING DBEs

The IL UCP DBE Directory can be viewed via Metra's Web site, www.MetraRail.com. Or, a directory can be provided upon request by calling Metra's DBE Director at (312) 322-6323.

NOTE: The IL UCP DBE Directory is regularly updated, so please ensure that you are viewing the most recent prior to bid/proposal due date.

Additional assistance in locating DBE firms can be obtained from:

African American Contractors Association (AACA)
7445 S. South Chicago Avenue
Chicago, IL 60614
(312) 915-5960 x14

Association of Asian Construction Enterprises
333 North Ogden
Chicago, Illinois 60607-1177
(312) 563-0746

Black Contractors United (BCU)
11906 S. Michigan Avenue
Chicago, Illinois 60628
(773) 483-4000

Chicago Minority Supplier Development Council (CMSDC)
105 W. Adams 2300
Chicago, Illinois 60603
(312) 755-8880

Chicago Urban League
4510 S. Michigan
Chicago, Illinois 60653
(773) 285-5800

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, Illinois 60638
(312) 360-1122

Hispanic American Contractors Industry Association (HACIA)
650 W. Lake Street, Suite 415
Chicago, Illinois 60661
(312) 575-0389

The Illinois Hispanic Chamber of Commerce
855 W. Adams St.
Chicago, IL 60607
(312) 425-9500

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, Illinois 60647-2418
(773) 252-5211

Women's Business Development Center
8 South Michigan Avenue
Suite 400, Chicago, Illinois 60603
(312) 853-3477

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Cosmopolitan Chamber of Commerce
30 E. Adams St. Ste.1050
Chicago, Illinois 60603
(312) 499-0611

IV. COUNTING DBE PARTICIPATION

Schedules A or D and C are reviewed to evaluate and determine DBE credit for proposed DBE participation. The Schedules must be completely filled out and the Description of Work clearly defined, in detail to establish that the identified DBE participant(s) would be providing a commercially useful function as per USDOT Regulation 49 CFR 26.55 (c). Description(s) of Work and associated Amount(s) provided on Schedules A or D and C must be in agreement.

Metra will only count credit for:

- Participation by DBEs Certified by the Illinois Unified Certification Program (IL UCP) at the time of the bid/proposal due date;
- Participation by DBEs directly related to this procurement.

As per 49 C.F.R. Part 26, Metra counts DBE participation toward overall and contract goals as follows:

- A. When a DBE participates in a contract, Metra counts only the value of the work actually performed by the DBE toward the DBE goal. Participation will only be credited in the DBE's area of specialization. Credit for work in other areas requires additional support documentation for each of those areas.
- B. Metra counts the entire amount of that portion of a contract that is performed by the DBE's own forces. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
- C. Metra counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided Metra determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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- D. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- E. When a DBE performs as a participant in a joint venture, Metra counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- F. Metra counts expenditures to a DBE toward DBE goals only if the DBE is performing a commercially useful function on this Contract.
1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, Metra must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of work, and other relevant factors.
 2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, Metra must examine similar transactions, particularly those in which DBEs do not participate.
 3. If a DBE firm acting as a prime contractor and/or as a subcontractor under this Contract does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Metra must presume that it is not performing a commercially useful function.
 4. Metra uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:
 - a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
 - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on

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- the contract;
- e. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department Operating Administration.

Example to paragraph (d)(5): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

- f. For purposes of this subparagraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE; and
- g. If DBE credit is to be counted for this contract, the contractor must submit on a monthly basis to Metra's DBE Senior Director an accounting of trucks used on the project that are owned and/or leased by the DBE participant as described above.

SAMPLE REPORT

NOT FOR BID/PROPOSAL SUBMITTAL

DBE Trucking Credit Summary for Insert Name of DBE Firm					
Payment Application Period	Value of Transportation Services	# of DBE Owned Trucks	# of DBE Leased Trucks*	# of Non-DBE Leased Trucks*	Fees and Commission (See Article IV(F)(4)(e))

*Copy of Lease on File with Metra

- 5. If a DBE is presumed not to be performing a commercially useful function as provided in these requirements, the DBE may present evidence to rebut this presumption. Metra may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- 6. Metra's decisions on commercially useful function matters are subject to review by the Federal Transit Administration, but are not administratively appealable to United States Department of Transportation.

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7. **Metra counts** expenditures with DBEs for **materials or supplies** toward DBE goals as provided in the following:
- a. If the materials or supplies are obtained from a DBE **manufacturer**, Metra counts one hundred percent (**100%**) of the cost of the materials or supplies toward DBE goals.
 - b. For purposes of these requirements, a manufacturer is a **firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.**
 - c. If materials or supplies are purchased from a DBE **regular dealer**, Metra counts sixty percent (**60%**) of the cost of the materials or supplies toward DBE goals.
 - d. For purposes of these requirements, a regular dealer is a **firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.**
 - (1) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (2) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (3) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
 - (4) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, Metra counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided Metra determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar service. Metra will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
8. Metra will not count toward its overall goal the dollar value of work performed under a contract by a firm after it has ceased to be certified.
9. Metra will not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements or Metra's overall goal until the amount being counted toward the goal has been paid to the DBE.

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V. RECONSIDERATION

If Metra determines that a bidder/proposer is not responsive because it has not committed to meeting the contract goal or documented sufficient good faith efforts, the bidder/proposer has five (5) days to request administrative reconsideration. The bidder/proposer must make this request in writing to:

Executive Director/CEO
Metra
547 West Jackson Boulevard
Chicago, Illinois 60661-5717
(312) 322-6979

The Reconsideration Official, or designee, will not have played any role in the original determination that the bidder/proposer did not document sufficient good faith efforts.

As part of this Reconsideration, the bidder/proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it committed to meeting the contract goal or made adequate good faith efforts to do so. The bidder/proposer will have the opportunity to meet in person with Metra's Reconsideration Official, or designee, to discuss these issues. Metra will send the bidder/proposer a written decision after its reconsideration, explaining Metra's basis for finding that the bidder/proposer did or did not meet the goal or made adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to the United States Department of Transportation.

VI. RESPONSIBILITY REQUIREMENTS**A. Joint Ventures**

If the bidder/proposer is a DBE joint venture, a two-party signed joint venture agreement must be submitted to Metra for Metra's approval within five (5) calendar days after the bid/proposal due date. This agreement must address the administrative, financial, and field responsibilities of each partner. The DBE participation must meet the criteria as set forth in the following definition per 49 C.F.R. 29.5:

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

B. Substitutions

A bidder/proposer cannot substitute any DBEs listed on Schedule A or D without prior

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written approval from Metra's DBE Director. See Article VII F.

VII. CONTRACT PERFORMANCE

A. Upon award of a Metra contract, a Contractor's good faith efforts to achieve the contract DBE goal and DBE credit are monitored, evaluated and measured against the entire awarded contract value, including alternates, allowance work, amendments change orders, and options.

1. *If the award includes an alternate bid*, Metra expects any DBE listed on the Schedule A or D to perform the same or similar subcontractor work contained in the alternate bid. Revised Schedules A or D and C will be required to document additional DBE commitment.
2. *If the award is a negotiated amount*, Metra expects any DBE listed on the Schedule A or D to perform the same or similar subcontractor work contained in the initial bid or proposal. Revised Schedules A or D and C will be required to document the negotiated amount DBE commitment.
3. In addition, Metra expects any DBE listed on the Schedule A or D to perform the same or similar subcontractor work authorized under the allowance or under release by a master purchase agreement as necessary to meet the established contract DBE goal.
4. The Contractor is required to notify Metra's DBE Senior Director immediately to address a revised "Commitment to DBE Participation" in a situation where the DBE's work scope has changed as a result of actions taken by Metra.

B. Subcontracts (Prior to Notice to Proceed)

1. A Metra Notice to Proceed will not be issued to the prime Contractor until signed DBE Subcontracts are provided to the Metra's DBE Senior Director. **Within thirty (30) calendar days after the Notice of Award** of the contract, the Prime Contractor must provide copies of **Signed contracts** between the prime Contractor and the DBEs to Metra's DBE Senior Director.
2. **Failure to provide the DBE subcontracts to Metra's DBE Senior Director within the time required shall constitute a breach of this Contract**, and upon such breach, Metra may terminate this Contract and/or exercise other sanctions, penalties, or remedies as allowed by law or equity, and as Metra deems appropriate.

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C. Contract Invoices/Payments

The Contractor must submit to Metra's Senior Director of the Office of Business Diversity & Civil Rights:

1. Two (2) copies of contract invoices, including support documentation, at the same time the originals are submitted to Metra's Accounts Payable; and concurrently
2. Copies proof of subcontractor/supplier payment(s) in the form of canceled checks (both sides) or other proof of payment.

D. Prompt Payment

The Contractor agrees to pay each subcontractor for satisfactory performance of its subcontract no later than fifteen (15) calendar days from the receipt of such payment that the Contractor receives from Metra. The Contractor agrees further to return funds it has retained to each subcontractor within fifteen (15) calendar days after the subcontractors work is satisfactorily completed.

The Contractor agrees to complete the prompt payment log, included in the payment application form (or provided by Metra's DBE Senior Director), documenting dates and amounts of payments made to subcontractors.

Any failure to comply with this Section will be in material breach of this Contract, and Metra reserves all its rights in law and equity for such breach. In addition, such breach will be taken into consideration for the Contractor's responsibility status for future contracts with Metra. This clause applies to both DBE and non-DBE prime contractors and subcontractors.

E. DBE Participation

Metra's office of the DBE Senior Director may make on-site visits from time to time during the course of this Contract to ensure compliance with the requirements set forth herein, and may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this Contract.

Further, if problems should arise with respect to the Contractor's subcontract with any DBEs, please contact Metra's DBE Senior Director immediately so that Metra may be apprised and lend whatever assistance Metra can in solving the problem.

F. Substitution of DBE Firms

The Contractor must obtain prior written approval from Metra in order to substitute any DBE, which Metra has approved for participation in this Contract.

The Contractor cannot terminate for convenience any DBE listed on Schedule A (or an

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approved substitute DBE firm), and then perform the work of the terminated subcontract with its own forces or those of an affiliate or substitute firm, without Metra's prior written consent.

The Contractor is required to notify Metra's DBE Senior Director immediately and provide reasonable documentation of any DBE's inability or unwillingness to perform its subcontract.

Before transmitting to Metra a request to terminate and/or substitute any DBE, the Contractor must give notice in writing to the DBE, with a copy to Metra, of its intent to request to terminate and/or substitute, and the reason for the request.

The Contractor must give the DBE five days to respond to the Contractor's notice and advise Metra and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why you should not approve the Contractor's action.

The Contractor is required to make good faith efforts to replace any DBE that is terminated, or whose work scope has changed, or has otherwise failed to complete its work on this Contract with another certified DBE, to the extent needed to meet the Contract goal.

The Contractor must provide a copy of the new subcontract with the substitute DBE, or documentation of good faith efforts to substitute the initial DBE with another DBE.

The Contractor is required to notify Metra's DBE Senior Director immediately to address a revised "Commitment to DBE Participation" in a situation where the DBE's work scope has changed as a result of actions taken by Metra.

G. Records

A record of all activities to demonstrate good faith efforts must be kept by the Contractor and made available to Metra upon request.

H. Contract Assurance

The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy, as Metra deems appropriate, which may include, but is not limited to:

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1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

I. Breach of Contract

Failure to abide by any of the DBE participation requirements in this Contract or any requirements set forth in 49 CFR Part 26 shall constitute a breach of this Contract, and upon such breach, Metra may terminate this Contract and/or exercise other sanctions, penalties, or remedies as allowed by law or equity and as Metra deems appropriate.

VIII. REFERENCES

All references to Metra's DBE Senior Director or office of DBE Director mean:

Janice R. Thomas, Senior Director
Metra Office of Business Diversity and Civil Rights
547 West Jackson Boulevard
Chicago, Illinois 60661-5717

SCHEDULE A
BIDDER/PROPOSER/CONTRACTOR COMMITMENT TO DBE SUBCONTRACT PARTICIPATION

NAME OF BIDDER/PROPOSER OR CONTRACTOR: Kee Construction METRA IFB/RFPI/CONTRACT (TASK) NO.: _____
 NAME OF PROJECT: Downers Grove Belmont Station - Lot H Reconstruction

NOTE:

- Bidder/Proposer/Contractor Must COMPLETE, SIGN AND RETURN THIS FORM along with Completed, Signed Schedule Cs from Each listed DBE.
- If the BIDDER/PROPOSER/CONTRACTOR is itself a DBE, the DBE BIDDER/PROPOSER/CONTRACTOR must indicate the scope of work it will perform with its own forces (independent of the work of any subcontractor) and the dollar amount of that work.
- Any DBE listed on this Schedule A must be certified by the IL UCP at the time of Bid/Proposal submittal (view IL UCP DBE Directory @ www.MetraRail.com).

NAME and ADDRESS OF DBE FIRM	DBE SCOPE OF WORK (TO BE PERFORMED FOR THIS PROJECT)* and NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE	AGREED AMOUNT
EVANS ELECTRIC 4146 WARREN AVE HILLSIDE, IL 60162	Electrician Contractor	\$ 100,000.00
CHICAGO CARPENTRY CHICAGO IL 60607	TRUCKING CONTRACTOR	\$ 20,000.00
PAUL HERRICK CONCRETE 24520 HAMMAY RD MARYGATE IL 60152	Concrete Contractor	\$
TOTAL DBE COMMITMENT		\$

*If space is not sufficient provide detail on attached page.

For bid/proposal responsiveness purposes only, DBE credit for Total DBE Commitment is measured solely against the base bid, initial proposal, bid total, or grand total, not on allowance, alternative bid amounts or master purchase agreement total dollar limitation. However, in the event Metra awards a contract, Metra expects any DBE listed on the Schedule A to perform the same or similar subcontractor work under the allowance. *If the award includes an alternate, Metra expects any DBE listed on the Schedule A to perform the same or similar subcontractor work contained in the alternate. If the award is a negotiated amount, Metra expects any DBE listed on the Schedule A to perform the same or similar subcontractor work contained in the initial bid or proposal.* In addition, Metra expects any DBE listed on the Schedule A to perform the same or similar subcontractor work authorized under the allowance or under release by a master purchase agreement as necessary to meet the established contract DBE goal.

Bidder/Proposer/Contractor cannot substitute any DBE without prior approval of the DBE Director. Bidder/Proposer/Contractor cannot terminate for convenience any DBE listed and then perform the work with its own forces without prior approval of the DBE Director.

I hereby certify that arrangements have been made for the foregoing work with the listed DBE subcontractor(s). I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Greta Beranen, Managing Owner [Signature] 3.21.2015
 Printed Name and Title of Bidder/Proposer/Contractor Authorized Signee Signature of Bidder/Proposer/Contractor Authorized Signee Date

SCHEDULE C
CONFIRMATION OF DBE COMMITMENT

NAME OF BIDDER/PROPOSER OR CONTRACTOR: Kee Construction METRA IFB/RFP/CONTRACT (TASK) NO.: Downers Grove Belmont Station - Lot H Reconstruction
NAME OF PROJECT: Downers Grove Belmont Station - Lot H Reconstruction

NOTE:

- Bidder/Proposer/Contractor Must SUBMIT THIS FORM at the time of Bid/Proposal Along With its Schedule A.
- If the BIDDER/PROPOSER/CONTRACTOR is itself a DBE, the DBE BIDDER/PROPOSER/CONTRACTOR must indicate the scope of work it will perform with its own forces (independent of the work of any subcontractor) and the dollar amount of that work.
- Any DBE listed on Schedule A and/or D must be certified by the IL UCP at the time of Bid/Proposal submittal (View IL UCP DBE Directory @ www.MetraRail.com).

NAME OF DBE FIRM: Paul Herrera Construction Co.

ADDRESS OF DBE FIRM: 24520 Harmony Rd Marengo, IL 60152

hereby certifies that it is participating in the referenced Metra project in the agreed amount of \$ \$ 25,000.00 performing Concrete for the project

and as shown on Schedule A of Kee Construction's bid/proposal/contract.
Name of Prime Bidder/Proposer/Contractor

PLEASE COMPLETE THE FOLLOWING (Trucking Firms Complete Both Columns)

TRUCKING FIRMS ONLY		
The above DBE work will be further subcontracted:	Check One	
	Yes	No
If Yes, indicate the % of the Schedule A and C Agreed Amount that is to be further subcontracted to a DBE and/or Non-DBE firm. Provide additional Schedule C(s) if further subcontracted to a DBE.		
If No, enter "0%" on both lines below.		
% of DBE's work will be further subcontracted to another DBE.		
% of DBE's work will be further subcontracted to a Non-DBE.		

further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Paul Herrera President Signature of DBE Firm Authorized Signee
Paul Herrera Signature of DBE Firm Authorized Signee
3-20-15 Date

**SCHEDULE C
CONFIRMATION OF DBE COMMITMENT**

NAME OF BIDDER/PROPOSER OR CONTRACTOR: _____

METRA IFB/RFPP/CONTRACT (TASK) NO.: _____

NAME OF PROJECT: Downers Grove Belmont Station - Lot H Reconstruction

NOTE:

- Bidder/Proposer/Contractor Must SUBMIT THIS FORM from each listed DBE at the time of Bid/Proposal Along With its Schedule A.
- If the BIDDER/PROPOSER/CONTRACTOR is itself a DBE, the DBE BIDDER/PROPOSER/CONTRACTOR must indicate the scope of work it will perform with its own forces (independent of the work of any subcontractor) and the dollar amount of that work.
- Any DBE listed on Schedule A and/or D must be certified by the IL UCP at the time of Bid/Proposal submittal (view IL UCP DBE Directory @ www.MetraRail.com).

NAME OF DBE FIRM: Evans Electric

ADDRESS OF DBE FIRM: 4146 Warren Ave Hillside, IL 60162

hereby certifies that it is participating in the referenced Metra project in the agreed amount of \$ \$100,000.00 performing

Refer to Schedule Part 9 Contract

and as shown on Schedule A of Kea Construction's bid/proposal/contract.

Name of Prime Bidder/Proposer/Contractor

PLEASE COMPLETE THE FOLLOWING (Trucking Firms Complete Both Columns):

TRUCKING FIRMS ONLY		
The above DBE work will be further subcontracted:	Check One	
	Yes	No
If Yes, indicate the % of the Schedule A and C Agreed Amount that is to be further subcontracted to a DBE and/or Non-DBE firm. Provide additional Schedule C(s) if subcontracted to a DBE.		
If No, enter "0%" on both lines below.		
_____ % of DBE's work will be further subcontracted to another DBE.		
_____ % of DBE's work will be further subcontracted to a Non-DBE.		

The above DBE work will be supplemented with leased trucks:

Check One Yes No

If Yes, indicate the % of the Schedule A and C Agreed Amount that will be expended for the lease of another DBE and/or Non-DBE firm's trucks. Provide additional Schedule C(s) if leased from a DBE.

If No, enter "0%" on both lines below.

_____ % of DBE's work will be supplemented with leased trucks from another DBE.

_____ % of DBE's work will be supplemented with leased trucks from a Non-DBE.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Evans Electric

MICHAEL EVANS

Printed Name and Title of DBE Firm Authorized Signee

Michael Evans

8/20/2015

Signature of DBE Firm Authorized Signee Date

**SCHEDULE C
CONFIRMATION OF DBE COMMITMENT**

NAME OF BIDDER/PROPOSER OR CONTRACTOR: KEE CONSTRUCTION METRA IFB/RFP/CONTRACT (TASK) NO.: Downers Grove Belmont Station - Lot H Reconstruction
NAME OF PROJECT: Downers Grove Belmont Station - Lot H Reconstruction

NOTE:

- Bidder/Proposer/Contractor Must SUBMIT THIS FORM from each listed DBE at the time of Bid/Proposal Along With its Schedule A.
- If the BIDDER/PROPOSER/CONTRACTOR is itself a DBE, the DBE BIDDER/PROPOSER/CONTRACTOR must indicate the scope of work it will perform with its own forces (independent of the work of any subcontractor) and the dollar amount of that work.
- Any DBE listed on Schedule A and/or D must be certified by the IL UCP at the time of Bid/Proposal submittal (view IL UCP DBE Directory @ www.MetraRail.com).

NAME OF DBE FIRM: Chicagoland Trucking

ADDRESS OF DBE FIRM: 5494 Roosevelt Rd. Chicago, IL 60655

hereby certifies that it is participating in the referenced Metra project in the agreed amount of \$ \$ 20,000.00 performing Trucking of Pallets Contract

and as shown on Schedule A of KEE Construction's bid/proposal/contract.

PLEASE COMPLETE THE FOLLOWING (Trucking/Firms Complete Both Columns)		TRUCKING FIRMS ONLY	
The above DBE work will be further subcontracted:	Check One	The above DBE work will be supplemented with leased trucks:	
	Yes No	Check One	Yes No
If Yes, indicate the % of the Schedule A and C Agreed Amount that is to be further subcontracted to a DBE and/or Non-DBE firm. Provide additional Schedule C(s) if further subcontracted to a DBE.			
If No, enter "0%" on both lines below.			
% of DBE's work will be further subcontracted to another DBE.		% of DBE's work will be supplemented with leased trucks from another DBE.	
% of DBE's work will be further subcontracted to a Non-DBE.		% of DBE's work will be supplemented with leased trucks from a Non-DBE.	

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Signature of DBE Firm Authorized Signee: [Signature] Date: 3/20/15
Printed Name and Title of DBE Firm Authorized Signee: Chicagoland Trucking

SCHEDULE D
COMMITMENT TO DBE JOINT VENTURE

NAME OF BIDDER/PROPOSER OR CONTRACTOR: _____

METRA IFB/RFP/CONTRACT (TASK) NO.: _____
NAME OF PROJECT: Downers Grove Belmont Station - Lot H Reconstruction

NOTE:

- A FORMAL JOINT VENTURE AGREEMENT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS AFTER SUBMITTAL OF SCHEDULES A AND C.
- When a DBE performs as a participant in a joint venture, Metra counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- Any DBE listed on Schedule A and/or D must be certified by the IL UCP at the time of Bid/Proposal (view IL UCP DBE Directory @ www.MetraRail.com).

NAME and ADDRESS OF DBE FIRM	DBE SCOPE OF WORK (TO BE PERFORMED FOR THIS PROJECT)* and NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE	AGREED AMOUNT
		\$
		\$
		\$
		\$
*If space is not sufficient provide detail on attached page.		
For bid/proposal responsiveness purposes only, DBE credit for Total DBE Commitment is measured solely against the base bid, initial proposal, bid total or grand total, not on allowance, alternative bid amounts or master purchase agreement total dollar limitation. However, in the event Metra awards a contract, Metra expects any DBE listed on the Schedule A to perform the same or similar subcontractor work under the allowance. If the award includes an alternate, Metra expects any DBE listed on the Schedule A to perform the same or similar subcontractor work contained in the alternate. If the award is a negotiated amount, Metra expects any DBE listed on the Schedule A to perform the same or similar subcontractor work contained in the initial bid or proposal. In addition, Metra expects any DBE listed on the Schedule A to perform the same or similar subcontractor work authorized under the allowance or under release by a master purchase agreement as necessary to meet the established contract DBE goal.		
Bidder/Proposer/Contractor cannot substitute any DBE without prior approval of the DBE Director. Bidder/Proposer/Contractor cannot terminate for convenience any DBE listed and then perform the work with its own forces without prior approval of the DBE Director.		
TOTAL DBE COMMITMENT		\$

I hereby certify that arrangements have been made for the foregoing work with the listed DBE subcontractor(s). I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Printed Name and Title of Joint Venture Authorized Signee _____

Signature of Joint Venture Authorized Signee _____

Date _____

Printed Name and Title of Joint Venture Authorized Signee _____

Signature of Joint Venture Authorized Signee _____

Date _____

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

Kee Construction

Company Name

3/20/15

Date

11002 S. Whipple

Street Address of Company

info@kee2010.com

E-mail Address

Chciago, IL 60655

City, State, Zip

Greta Keranen

Contact Name (Print)

773-809-3118

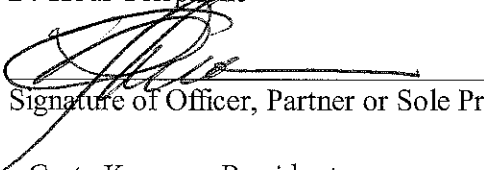
Business Phone

219. 1008. 8791

24-Hour Telephone

773-634-8298

Business Fax



Signature of Officer, Partner or Sole Proprietor

Greta Keranen, President

Print Name & Title

ATTEST: if a Corporation

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

Village of Downers Grove – Parking Lot H Improvements (P-005)

V. BID and CONTRACT FORM (Contractor)

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

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

BIDDER:

Kee Construction
Company Name

3/20/15
Date

11002 S. Whipple
Street Address of Company

info@kee2010.com
E-mail Address

Chciago, IL 60655
City, State, Zip

Great Keranen
Contact Name (Print)

773-809-3318
Business Phone

219-608-8791
24-Hour Telephone

773-6348298
Business Fax


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Greta Keranen, President
Print Name & Title

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

SCHEDULE OF PRICES (revised per Addendum #2 on 3/19/15) (page 1 of 2):**Base Bid**

#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
4	Mobilization	L SUM	1	50,868.00	50,868.00
5	Perimeter Erosion Barrier	FOOT	845	2.95	2,492.75
5	Inlet Filters	EACH	13	160.92	2,091.96
6	Gravel Construction Entrance	EACH	1	2,376.00	2,376.00
7	Televise Sanitary Service Line	FOOT	360	4.50	1,620.00
8	Sanitary Sewer Replacement, PVC, 6"	FOOT	50	174.55	8,727.50
9	Tree Removal	EACH	10	376.92	3,769.20
10	Bituminous Surface Removal, 2"	SQ YD	864	2.15	1,857.60
11	Asphalt Pavement Removal	SQ YD	12,872	3.45	44,201.40
12	PCC Pavement Removal	SQ FT	2,312	.70	1,618.40
13	Combination Concrete Curb and Gutter Removal	FOOT	3,081	2.63	8,103.03
14	Drainage Structures To Be Removed	EACH	12	864.00	10,368.00
15	Storm Sewer Removal 4"	FOOT	31	76.65	2,376.15
15	Storm Sewer Removal 8"	FOOT	1,175	47.11	55,354.25
15	Storm Sewer Removal 12"	FOOT	44	54.00	2,376.00
16	Sign Removal	EACH	42	54.00	2,268.00
16	Metal Post Removal	EACH	17	108.00	1,836.00
17	Manholes To Be Adjusted	EACH	6	432.00	2,592.00
18	Earth Excavation	CU YD	3,200	26.37	84,384.00
19	Porous Granular Embankment (P.G.E.), Special	CU YD	100	107.35	10,735.00
20	Clean Out, 4"	EACH	1	300.64	300.64
20	Manholes, Type A, 4' Diameter, Type 1 Frame, Open Lid	EACH	10	3,498.30	34,983.00
20	Manholes, Type A, 4' Diameter, Type 1 Frame, Closed Lid	EACH	1	3,264.93	3,264.93
20	Catch Basins, Type A, 4' Diameter, Type 1 Frame, Closed Lid	EACH	1	3,338.92	3,338.92
21	Storm Sewer, PVC, 4"	FOOT	58	80.37	4,661.46
21	Storm Sewer, Perforated PVC, 8"	FOOT	120	53.53	6,423.60
21	Storm Sewer, Perforated PVC, 10"	FOOT	233	82.46	18,388.58
21	Storm Sewer, Type 1, (RCCP, CL IV) 8"	FOOT	81	119.99	9,719.19
21	Storm Sewer, Type 1, (RCCP, CL IV) 15"	FOOT	129	102.50	13,222.50
21	Storm Sewer, Type 1, (RCCP, CL IV) 18"	FOOT	121	146.56	17,733.76
21	Storm Sewer, Type 1, (RCCP, CL IV) 21"	FOOT	102	205.45	20,955.90
21	Storm Sewer, PVC C900, 12"	FOOT	274	93.05	25,495.70
21	Storm Sewer, PVC C905, 24"	FOOT	45	301.08	13,548.60
22	Adjusting DIP Watermain, 12"	FOOT	30	327.96	9,838.80
23	Aggregate Base Course, Type B 4"	SQ YD	623	5.08	3,164.84
23	Aggregate Base Course, Type B 10"	SQ YD	5,609	11.34	63,606.06
23	Aggregate Base Course, Type B 12"	SQ YD	6,086	14.25	85,768.25
24	Hot-Mix Asphalt Binder Course, IL-19.0, N50, 2.5"	TON	1730	77.76	134,524.80
25	Hot-Mix Asphalt Surface Course, Mix "D", N50, 1.5"	TON	1120	86.08	96,409.60
26	Portland Cement Concrete 5"	SQ FT	5355	5.67	30,362.85
26	Portland Cement Concrete 8"	SQ FT	774	5.67	4,388.58
27	Combination Concrete Curb and Gutter, Type B6.12	FOOT	3625	21.55	78,118.75
28	Precast Concrete Wheel Stops	EACH	17	91.80	1,560.60
29	Thermoplastic Pavement Marking - Line 4"	FOOT	7,650	1.08	8,262.00
29	Thermoplastic Pavement Marking - Line 6"	FOOT	218	1.30	283.40
30	Thermoplastic Pavement Marking - Numbers and Symbols	L SUM	1	1377.00	1377.00
31	Handicap Parking Signs	EACH	17	324.00	5,508.00
32	Bioswale Soil Mix	CU YD	280	19.67	5,507.60
33	Bicycle Racks	L SUM	1	4,153.62	4,153.62
34	Site Electrical Complete	L SUM	1	117,720.00	117,720.00
34	LED Fixtures	EACH	2	1,026.00	2,052.00
34	Light Poles and Foundations	EACH	7	3,294.00	23,058.00
34	Unit Duct, 1 W' Dia. Polyvinylchloride Schedule 40	FOOT	700	10.69	7,483.00
34	Electrical Wiring (#8THWN)	FOOT	2,000	.86	1,720.00
34	Electrical Wiring (#12THWN)	FOOT	1,000	.76	760.00
35	Site Landscaping Complete	L SUM	1	39,300.12	39,300.12
36	Preconstruction Videotaping	L SUM	1	486.00	486.00
37	Construction Staking and Record Drawings	L SUM	1	2,592.00	2,592.00
38	Street Sweeping and Dust Control	HOOR	65	135.00	8,775.00
39	Traffic Control, Maintenance of Traffic, Detours	L SUM	1	8,100.00	8,100.00

SCHEDULE OF PRICES (revised per Addendum #2 on 3/19/15) (page 2 of 2):

41	Additional Hauling Surcharge, Non-Hazardous Special Waste	LOAD	25	1,512.00	37,800.00
42	Parking Space Number Sign (Double Side)	EACH	23	718.20	16,518.00
42	Parking Space Number Sign (Single Side)	EACH	26	718.20	18,673.20
42	Galvanized Steel (Metal) Post-Aerial	EACH	4	243.00	972.00
42	Galvanized Steel Metal (Sign) Post	EACH	25	243.00	6,075.00
43	Temporary Fence	FOOT	3000	3.36	10,080.00
46	Exploration Trench	CUYD	30	66.60	1,998.00
47	Conflict Manhole, Type A, 5' Diameter, Type 1 Frame, Closed Lid	EACH	1	4,838.40	4,838.40
48	Storm Sewer Connection to Existing Manhole	EACH	2	1,296.00	2,592.00
49	Connect Existing Storm Sewer to Proposed Drainage Structure	EACH	2	756.00	1,512.00
50	Concrete Support for Utility Crossing	EACH	2	756.00	1,512.00
51	Steel Casing Pipe, 20"	FOOT	20	100.44	2,008.80
52	Temporary Surface Over Trench	SQYD	380	20.52	7,797.60
53	Detectable Warnings	SQFT	120	21.60	2,592.00
54	Resilient-Seated Gate Valve, 12", In 6'-Diam. Vault	EACH	1	2,208.60	2,208.60
55	Perennial Plant Maintenance	LSUM	1	3,628.80	3,628.80

Total Base Bid = 1,337,791.03

Alternate Bid 1

#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
44	Construction Phasing	LSUM	1	8,640.00	8,640.00

Total Alternate Bid 1 Only = 8,640.00

Alternate Bid 2

#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
23	Aggregate Base Course, Type B 12"	SQ YD	-6,086	-14.26	-86,786.36
24	Hot-Mix Asphalt Binder Course, IL-19.0, N50, 2.5"	TON	-852	-75.60	-64,411.20
23	Aggregate Base Course, Type B 10"	SQ YD	6,086	12.15	73,944.90
24	Hot-Mix Asphalt Binder Course, IL-19.0, N50, 4.5"	TON	1,530	72.90	111,537.00

Total Alternate Bid 2 Only = 34,284.34

Village of Downers Grove – Parking Lot H Improvements (P-005)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Parking Lot H Improvements, Bidder Kee Construction
(Name of Project) (Name of Bidder)

hereby certifies the following:

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

Village of Downers Grove – Parking Lot H Improvements (P-005)

BIDDER'S CERTIFICATION (page 2 of 3)

BY: [Signature]
Bidder's Authorized Agent

27-2110969

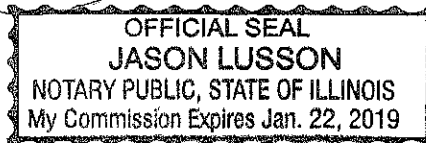
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 20th day of MARCH, 2015.

[Signature]
Notary Public

(Fill Out Applicable Paragraph Below)



(a) **Corporation**

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

President: Greta Keranen

Secretary: _____

Treasurer: _____

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

Village of Downers Grove – Parking Lot H Improvements (P-005)

BIDDER'S CERTIFICATION (page 3 of 3)

~~partnership~~ **Limited Liability Company**
 The ~~partnership~~ does business under the legal name of: KeeConstruction, llc. (all one word)
 which name is registered with the office of Secretary of State in the state of
Illinois.

(c) **Sole Proprietor** **Limited Liability Company**
 The Bidder is a ~~Sole Proprietor~~ whose full name is: KeeConstruction, llc. (all one word)
 and if operating under a trade name, said trade name is: Not Applicable
 which name is registered with the office of Secretary of State in the state of
Illinois.

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

INSURER'S NAME: The Cincinnati Insurance Company

AGENT: Michelle Vonch

Street Address: 6200 S. Gilmore Rd.

City, State, Zip Code: Fairfield, OH. 45014

Telephone Number: 513.870.2000

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Kee Construction, llc.

Print Name and Title of Authorizing Signature: Greta Keranen, Managing Owner

Signature:  _____

Date: 5/5/2015

Village of Downers Grove – Parking Lot H Improvements (P-005)

MUNICIPAL REFERENCE LIST

Municipality: See Attached

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Village of Downers Grove – Parking Lot H Improvements (P-005)

SUBCONTRACTORS LIST

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

1) Evans Electric Type of Work Electrical

Addr: 4146 Warren Ave City Hillside State IL Zip 60162

2) Herrera Concrete Type of Work Concrete

Addr: _____ City _____ State _____ Zip _____

3) Counrty Landscaping Type of Work Landscaping

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

Village of Downers Grove – Parking Lot H Improvements (P-005)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: Rob Rucinski

Construction Supervisor: Jay Lusson

Team Member: David Ubell

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

By checking this box, the bidder hereby certifies that it complies with all requirements of SP-3 including at least three (3) contracts of similar nature and scope within the last five (5) years, and can provide detailed supporting information upon request.

Signed by:  (Corporate Seal)

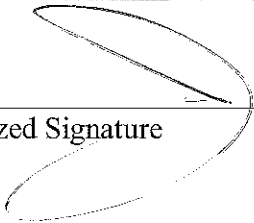
Title: President

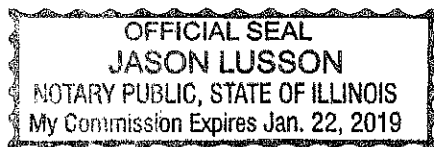
Name & Address: Kee Constrcution

of Contractor 11002 S. Whipple Chicago, Il 60655

or Vendor _____

Subscribed and sworn to before me this 20th day of March, 2015

Authorized Signature 



Village of Downers Grove – Parking Lot H Improvements (P-005)



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Kee Construction
 ADDRESS: 11002 S. Whipple
 CITY: Chicago
 STATE: Illionis
 ZIP: 60655
 PHONE: 773-809-3118 FAX: 773-634-8298
 TAX ID #(TIN): 27-2110969

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Kee Construction, llc.
 ADDRESS: 2166o S. Moni Dr.
 CITY: New Lenox
 STATE: Illinois ZIP: 60451

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE:  DATE: 3/20/15

Village of Downers Grove – Parking Lot H Improvements (P-005)

Apprenticeship and Training Certification

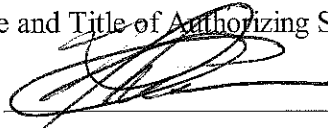
(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: Kee Construction

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

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Greta Keranen, President

Signature:  _____

Date: 3.21.2015

Village of Downers Grove – Parking Lot H Improvements (P-005)

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance

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

Signature  _____

Company Name Kee Construction _____

Title President _____

Date 3/20/15 _____

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

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

Village of Downers Grove – Parking Lot H Improvements (P-005)

Suspension or Debarment Certificate
--

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

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

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

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

Company Name: Kee Construction

Address: 11002 S. Whipple

City: Chicago, IL Zip Code: 60655

Telephone: (773) 809-3118 Fax Number: (773) 634-8298

E-mail Address: info@kee2010.com

Authorized Company Signature:  _____

Print Signature Name: Greta Title of Official: President

Date: 3/20/15

Village of Downers Grove – Parking Lot H Improvements (P-005)

CAMPAIGN DISCLOSURE CERTIFICATE

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

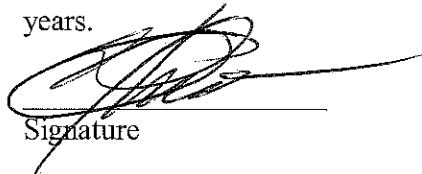
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Great Keranen
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Village of Downers Grove – Parking Lot H Improvements (P-005)

BID SUBMITTAL CHECKLIST

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

1. Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. Cover sheet filled-in
3. Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. Bid Bond or cashier's check enclosed with bid package.
5. Schedule of Prices completed. Check your math!
6. Bidder Certifications signed and sealed.
7. Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. Municipal Reference List completed.
10. Certification of Qualifications
11. Vendor request form W-9 completed.
12. Affidavit (IDOT Form BC-57, or similar).
13. Storm Water Pollution Prevention Plan Contractor/Subcontractor Certification completed and signed (a copy of the SWPPP, which includes this form, will be provided on CD with the Call for Bid document)
14. Schedule A: Bidder/Proposer/Contractor Commitment to DBE Subcontract Participation completed and signed
15. Schedule C: Confirmation of DBE Commitment completed and signed
16. Schedule D: Commitment to DBE Joint Venture completed and signed
17. Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

ADDENDUM NO. 1

FOR

PARKING LOT H IMPROVEMENTS

P-005

March 18, 2015

ADDENDUM PAGE TOTAL INCLUDING ATTACHMENTS: 2

ITEM AND DESCRIPTION:

1. The length and width of the typical handhole shown on plan sheet 11 shall be a minimum 30" and 17", respectively.
2. The conductor size called out for installation between the new controller and new duct to all new light poles shall be #4THWN, not #8THWN. "#8THWN" in the title and body of the first paragraph on page 42 of the CFB-FW document shall be replaced with "#4THWN."
3. On page 41 of the CFB-FW document, the following sentence in reference to unit duct installation shall be removed: "The work will also include all restoration. Damage to all lawns shall be replaced with an approved topsoil and sod. All roadway surfaces such as sidewalks, curbs, pavement, etc. shall be replaced in kind."
4. On page 53 of the CFB-FW document, the following shall be added to special provision **SP-44 CONSTRUCTION PHASING**: "7. All labor, equipment, and material required to provide lighting for the parking lot by utilizing the existing lighting system or by furnishing at least two light towers."
5. On page 40 of the CFB-FW document, the following shall be added to the paragraph titled **Electrical Feed for New Lighting System**: "This item shall also include furnishing and installing a photocell/contactor with a hand/off/auto switch within the existing cabinet."
6. Please note that, per CFB-FW document pages 43 and 44, the pay item **SITE ELECTRICAL COMPLETE** includes payment for all work as shown on plan sheet 11 and specified within special provision **SP-34 SITE ELECTRICAL COMPLETE**. Pay items **LED FIXTURES, LIGHT POLES, LIGHT POLE FOUNDATIONS, UNIT DUCT, 1 W' DIA. POLYVINYLCHLORIDE SCHEDULE 40, ELECTRICAL WIRING (#8THWN), ELECTRICAL WIRING (#12THWN)** are included in the contract for unit price purposes only and shall be considered completely independent and in excess of the scope of work identified on plan sheet 11.
7. The Acknowledgement of Receipt of Addendum for this addendum **MUST** be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be **REJECTED**.

**End of Addendum No. 1
March 18, 2015**

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: PARKING LOT H IMPROVEMENTS

PROPOSAL/BID NUMBER: P-005

PROPOSAL/BID OPENING: MARCH 20, 2015

ADDENDUM NO.: 1

PROPOSER/BIDDER: Kee Construction

ADDRESS: 11002 S. Whipple Chicago , IL 60655

RECEIVED BY: Jay Lussion

(NAME)



(SIGNATURE)

DATE: 3/20/15

**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

ADDENDUM NO. 2

FOR

PARKING LOT H IMPROVEMENTS

P-005

March 19, 2015

ADDENDUM PAGE TOTAL INCLUDING ATTACHMENTS: 4

ITEM AND DESCRIPTION:

1. The Bid Opening date and time have been changed to **Monday, March 23, 2015 at 2:00PM**. The bid opening will take place at the Public Works Facility, 5101 Walnut Avenue, Downers Grove, Illinois 60515-4074.
2. An error in the quantity for the pay item EARTH EXCAVATION has been identified and revised in the attached "Schedule of Prices." The "Schedule of Prices" on pages 112 and 113 of the CFB-FW document and the project quantities on sheet 2 of the plans shall be replaced with the revised, attached "Schedule of Prices." Bidders must insert their unit prices on the revised, attached "Schedule of Prices." Failure to submit the correct "Schedule of Prices" may result in a REJECTED bid.
3. The Acknowledgement of Receipt of Addendum for this addendum **MUST** be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be REJECTED.

**End of Addendum No. 2
March 19, 2015**

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: PARKING LOT H IMPROVEMENTS

PROPOSAL/BID NUMBER: P-005

REVISED PROPOSAL/BID OPENING: MARCH 23, 2015

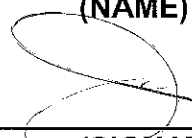
ADDENDUM NO.: 2

PROPOSER/BIDDER: Kee Construction

ADDRESS: 11002 S. Whipple Chicago, IL 60655

RECEIVED BY: Jay Lusson

(NAME)



(SIGNATURE)

DATE: 3/20/15



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kee Construction, LLC
11002 S. Whipple Street
Chicago, IL 60655

OWNER:

(Name, legal status and address)

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60516

BOND AMOUNT: \$ Five Percent of Accompanying Bid - (5% of Bid)

PROJECT:

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

Parking Lot H Improvements
5020 Belmont Rd.
Downers Grove, IL 60515

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

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1767461682)

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 20th day of March, 2015

(Witness)

(Witness)

Kee Construction, LLC

(Contractor as Principal)

(Seal)

Greta Keranen, Managing Owner
(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Title) Kevin J. Scanlon, Attorney-in-fact

Init.

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User Notes:

(1767461682)

STATE OF Illinois

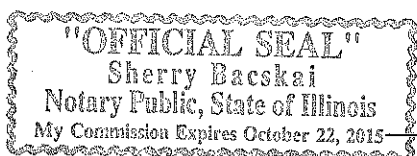
ss.:

COUNTY OF WILL

On this 20th day of March 2015, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact

Surety
Company
Acknowledgment

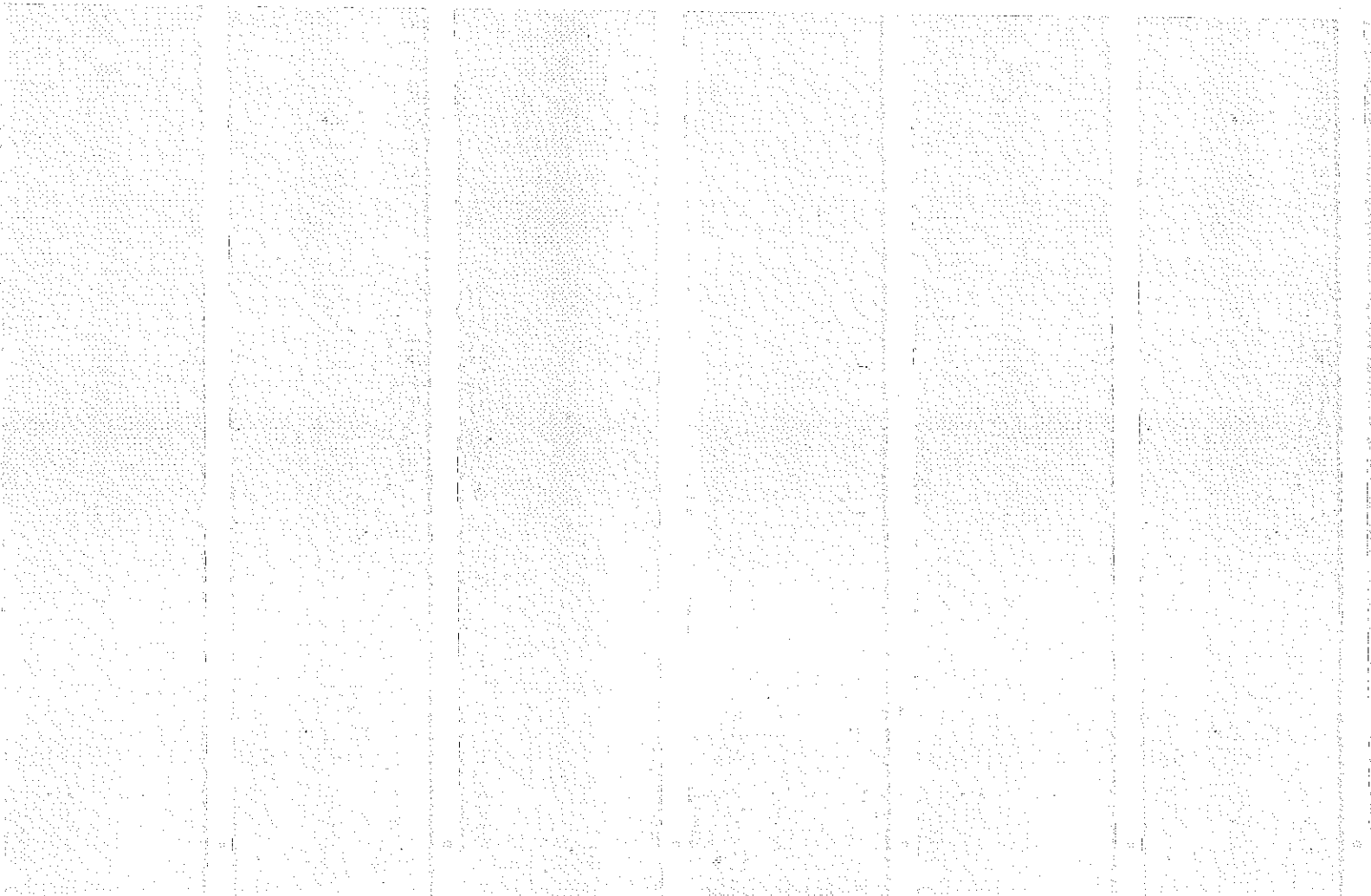
of The Ohio Casualty Insurance Company, the corporation described in and which executed and annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



[Handwritten Signature]
(Notary Public in and for the above County and State)

Bond-3768-A

My commission expires 10/22/2015



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6778446

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gary A. Eaton; Kevin J. Scanlon; R. L. McWethy; Rob W. Kegley Jr.

all of the city of New Lenox, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2014

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of November, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 2015



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Chicago, IL | St. Louis, MO
www.assuranceagency.com

April 21, 2015

Kee Construction, LLC
11002 S. Whipple Street
Chicago, IL 60655

RE: Village of Downers Grove – Jay Parking Lot.

To Whom It May Concern:

Great American Insurance Company currently provides surety line of credit for Kee Construction LLC. Kee Construction LLC is a well-run organization with strong leadership and staff professionals. We have always known them to be of very solid character and hold them in high regard.

We understand that Kee Construction LLC has submitted a proposal for the above referenced project. If Kee Construction LLC is awarded a contract this project and is required to provide Performance/Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and Kee Construction LLC meeting financial underwriting criteria at the time of the request.

Our consideration and issuance of bonds is a matter solely between Kee Construction LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets your satisfaction. If there are any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Hina Azam".

Hina Azam
Account Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2014

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

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

PRODUCER Northern Insurance Service Ltd. 350 Houbolt Road Suite 200 Joliet IL 60431	CONTACT NAME: Michelle Vonch PHONE (A/C No. Ext): (815) 744-0111, x121 FAX (A/C. No.): (815) 744-0999 E-MAIL ADDRESS: mvonch@northernins.com														
INSURED KEE CONSTRUCTION, LLC P.O. BOX 55830 CHICAGO, IL 60655	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Cincinnati Insurance Company	10677														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 14-15 Master Cert **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ENP0187662	3/29/2014	3/29/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> \$5000 MED-PAY			EBA0187662	3/29/2014	3/29/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM-UIM Combined Single Limit \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENP0187662	3/29/2014	3/29/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EW0240496	3/29/2014	3/29/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INLAND MARINE			ENP0187662	3/29/2014	3/29/2015	INSTALLATION FLOATER \$ 200,000 LEASED RENTED EQUIP. \$ 115,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: 21660 S. Moni Dr., New Lenox, IL 60451
 Loan #615230901-1 MORTGAGEE/LOSS PAYEE with respect to Property/Building/BPP-Contents/Inland Marine/Equipment: American Chartered Bank

CERTIFICATE HOLDER American Chartered Bank 200 N. Martingale Road Suite 600 Schaumburg, IL 60173	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Thompson/MV
---	--



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/23/2014

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

AGENCY Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: Natalie Watkins (214) 303-8636 624491-LH-Prop-14-16		PHONE (A/C, No, Ext): 866-966-4664	COMPANY See Additional Page	
FAX (A/C, No): 212-948-0519	E-MAIL ADDRESS: dallas.certs@marsh.com	C 100 No		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #:		LOAN NUMBER		
INSURED Hanson Material Service 470 W. 172nd St Thornton, IL 60476		POLICY NUMBER See Additional Page		EFFECTIVE DATE 12/31/2014
		EXPIRATION DATE 03/31/2016		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Re: Teacher Project - 24th & Federal - Chicago, IL

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
All Risk of direct physical loss or damage including vandalism, malicious mischief, flood, earthquake and boiler & machinery to real and personal property on a replacement cost basis subject to policy terms and conditions.	120,000,000	Various
***Additional Sub-Limits and Deductibles apply.		

REMARKS (Including Special Conditions)

The above referenced property policies include waiver of subrogation in favor of certificate holder, prior to loss, as their interests may appear.

As respects personal property.

CANCELLATION

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

ADDITIONAL INTEREST

HOU-002331270-05

NAME AND ADDRESS Kee Construction LLC Attn: Rachelle Muller 11002 S. Whipple Chicago, IL 60655	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED Waiver of Subr.
	<input type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>		

ACORD 27 (2009/12)

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AGENCY CUSTOMER ID: 624491

LOC #: Dallas



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Hanson Material Service 470 W. 172nd St Thornton, IL 60476	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 27 **FORM TITLE:** Evidence of Property Insurance

Carrier: American Guarantee & Liability Insurance Company
 Policy Number: MCP4361135-07 (All Other States)
 Effective Date: 12/31/2014
 Expiration Date: 03/31/2016

Carrier: Steadfast Insurance Company
 Policy Number: MCP4475893-06 (NY)
 Effective Date: 12/31/2014
 Expiration Date: 03/31/2016



KEE CONSTRUCTION

P.O. Box 558130
CHICAGO, ILLINOIS 60655-8130
T 773.809.3118 | F 773.634.8298

WWW.KEE-CONSTRUCTION.COM
INFO@KEE2010.COM

2012 PROJECTS

NAME OF PROJECT	ADDRESS OF PROJECT	OWNER OF PROJECT	CONTACT	PHONE #	PROJECT COST
Anne Jeans Elementary School	16W631 91st Street Willowbrook IL	Burr Ridge School District	Byron Wise	630/947-3482	\$ 201,297.00
Install New Playground, Rubber Play Surface, Concrete Curb, Asphalt, Fencing, Sewer, And Landscaping					
Chicago Highlands	2 Blue Bird Trail Westchester IL	Chicago Highlands Golf Course	Tom Healy	202/363-8018	\$ 6,500.00
Install Gazebo					
Park 510	2162 W Polk St Chicago IL	Chicago Park District	Jim McGreevy	312/296-5748	\$ 1,831,314.39
Install New Artificial Turf Field, Sewer, Excavation, Concrete, Electrical, Fencing, Bases, Goal Posts, Stone Work, ADA Sidewalks, Bocce Ball Court, Sports Field Lighting, Sewer, Water, Drinking Fountain, Walking Lights, And Landscaping. This site is enrolled in the IEPA SRP program, all spoils on this site were contaminated.					
Triangle Park	5539 Peck Ave Countryside IL	City Of Country Side	Bruce Hill	630/887-8640	\$ 375,000.00
Build New Park Including, Stamped Concrete, Electrical, Sewer, Playground Equipment, Water Fountain, Irrigation, Landscaping, Benches, Trash Cans, Gazebo, Concrete Curb, and Playground Surfacing					
Blackberry Crossing Park	Troon Dr. & Gallant Fox Cir. Montgomery IL	Fox Valley Park District	Greg Stevens	630/897-2080	\$ 267,000.00
Build New Park Including Stamped Concrete, Asphalt Paths, Playground Equipment, Landscaping, Concrete Curbs, Fencing, And Playground Surfacing					
Wingfoot Park	500 Wingfoot Dr North Aurora IL	Fox Valley park District	Greg Stevens	630/897-2080	\$ 250,000.00
Build New Park Including Demo Existing Playground, New Stamped Concrete, Asphalt Paths, Playground Equipment, Landscaping, Concrete Curbs, Fencing, And Playground Surfacing					
College Park	147 N Columbia Naperville IL	Naperville Park District	Jessica Burgdorf	630/864-3944	\$ 121,000.00
Build New Park Including Demo existing Playground, New Playground Equipment, Landscaping, Concrete Curbs, Fencing, And Playground Surfacing					
Creekside Park	5307 Cedar Dr. Naperville IL	Naperville Park District	Mike Piszynski	630/864-2080	\$ 191,000.00
Build New Park Including New Basketball Court, Playground Equipment, Landscaping, Concrete Curbs, Fencing, And Playground Surfacing					
Community Park	7607 College Dr. Palos Heights IL	City Of Palos Heights	Tom Lind	224/293-6472	\$ 250,000.00
Build New Park Including Demo Existing Playground, New Playground Equipment, Landscaping, Concrete Curbs, Fencing, Disc Golf Course, And Playground Surfacing					
Bears Park	4800 N Francisco Chicago IL	United Way Of Chicago	Alix Matzke	312/906-2428	\$ 40,000.00
New Park Including Playground Equipment, Playground Surfacing, and Boarder					
Cosley Zoo	1356 N Gary Ave. Wheaton IL	Wheaton Park District	Steve Hinchee	630/510-4976	\$ 35,000.00
Remove and Install New Fence Around Zoo					

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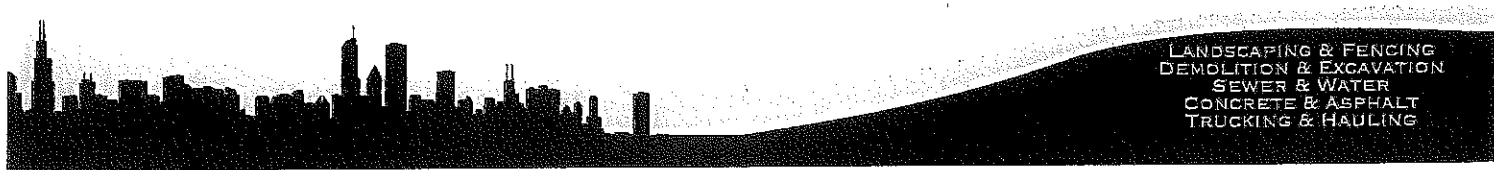


KEE CONSTRUCTION

P.O. Box 558130
CHICAGO, ILLINOIS 60655-8130
T 773.809.3118 | F 773.634.8298

WWW.KEE-CONSTRUCTION.COM
INFO@KEE2010.COM

Greenebaum Park	4300 W Wabansia Ave Chicago IL	Chicago Park District	Jim McGreevy	312/296-5748	\$ 1,200,000.00
Install New Artificial Turf Field, Sewer, Excavation, Concrete, Electrical, Fencing, Bases, Goal Posts, Stone Work, ADA Sidewalks, Bocce Ball Court, Sports Field Lighting, Sewer, Water, Drinking Fountain, Walking Lights, and Landscaping					



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2013 PROJECTS

NAME OF PROJECT	ADDRESS OF PROJECT	OWNER OF PROJECT	CONTACT	PHONE #	PROJECT COST
Sunnyside Park Playground Renovation	291 Glen Ellyn Road Bloomingdale, IL	Bloomdale Park District Architect Of Record Brusseau Design Group	Joe Potts Joe Brusseau	630/529-7233 224/293-6472	\$ 351,108.00
Removed Existing Playground Equipment and Adjacent Surfaces, Install New ADA Playground, ADA Concrete Sidewalks, Concrete Sidewalks, Rubber Play Surface, Concrete Slab Under Play Surfacing To Meet ADA Requirements, Concrete Curb, Sewer Including Infiltration System, Block Walls and Entry Columns, Entry Arch Sign, Shade Structures, Site Furnishing, And Landscaping					
		Catholic Charities	Laura Rios	312/655-8570	\$ 5,000.00
Installed Play House, Site Furnishings, New Playground Boarder, and Playground Fibar					
Freedom Park Surfacing	9807 S Sawyer Chicago Ridge, IL	Chicago Ridge Park District	Kevin King	708/857-2653	\$ 51,965.00
Removal Of Existing Playground Fibar, Installed Stone Base And Poured In Place Paths For Under All Entry and Exit Points Of The Playgrounds And Swings, Reinstalled And Graded The Playground Firbar In The Playground Area.					
Forest Park Playground Renovation	7501 S. Harrison St. Forest Park, IL	Park District Of Forest Park Architect Of Record Brusseau Design Group	Larry Piekarz Joe Brusseau	708/366-7500 224/293-6472	\$ 287,530.00
Removed Existing Playground Equipment and Adjacent Surfaces, Install New ADA Playground, ADA Rubber Play Surface At Swings, Install Playground Fibar In Main Play Areas, Concrete Playground Cotainment Curb, Sewer Including Infiltration System, Block Walls and Entry Columns, Entry Arch Sign, Shade Structures, Site Furnishing, Shelters, Electrical To Shelters Including Lights, Asphalt Paving, Concrete Sidewalks, ADA Concrete Sidewalk, And Landscaping					
Forest Park Drainage	7501 S. Harrison St. Forest Park, IL	Park District Of Forest Park Architect Of Record Brusseau Design Group	Larry Piekarz Joe Brusseau	708/366-7500 224/293-6472	\$ 44,258.00
Instaltion Of New Storm Sewer And Bocceball Court					
Hickory Glen Park	927 E. 192nd St. Glenwood, IL	Village Of Glenwood Architect Of Record Planning Resources	Patrick McAneney Darrell Garrison	708/753-2413 630/668-3788	\$ 1,050,000.00
Removal Of Existing Playground, Parking Lot, Lights, Fencing, And Planter Boxes. Installation Of A new Playground, Playground Fibar Surfacing, Playground Curbing, 3 New National Size Baseball Fields Including Clay Infields, New Bases Including Home Plate and Pitching Mounds, New Back Stops With Players Area, Players Benches, Concrete Centers Walk, Line Fencing On All 3 Fields, New Community Garden, New Parking Lots, New Football Field With Goal Post, 100 Year Storm Sewer With Detention for the 10 Acer Park, Relocated Score Board, New Pavilion With Lighting, New Tennis Court With Fencing, New Volleyball Court With Concrete Containment Curb, New Basketball Court With Striping, Remodel Bathrooms and Concession Both For ADA, New Fitness Equipment, And Landscaping Of The Entire 10 Acer Park.					

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Commissioners Park	3704 111th Street	Naperville Park District	Mike Piszynski	630/864-2080	\$ 636,492.00
All Prep Work For A New Artificial Turf Soccer Championship Field. Excavation Of The Area For The Stone Profile, Lime Stabilization Of The Sub-Base Due To Low Bearing Pressure. Installation Of 6' High Black Vinyl Coated Chain link Fence In The Containment Curb, Installation Of 18" Collector Pipe Tied Into The Storm Sewer, Installation Of Filter Fabric And Flat Drain Pipe For Under Field, Installation Of P210 Stone Fine Graded For Turf Installation, Installation Of New Score Board and Security Cameras, Installation Of Grass Drivable Pavers, Bleaches, Bleachers Shade Structures, Score Keepers Booth, All Spoils Used To Make A 40' High Sled Hill In The Same Park, And Landscaping Of The Sled Hill And Disturbed Areas.					
Knock Knolls Nature Center	336 Knoch Knolls Dr. Naperville, IL	Naperville Park District	Peggy Pelkonen	630/848-5013	\$ 451,972.00
		Construction Manager Wight & Company	Dennis Podzimek	630/969-7000	
Excavation Of 3 New Detention Ponds, Paths, Parking Lots, Instalton Of The Stone For All Pathways And Parking Lot.					
Dorothy Drennon Park	1 S 600 Eisenhower Rd Oakbrook Terrace, IL	Oakbrook Terrace Park District	Cathy Fallon	630/627-6100	\$ 64,109.00
		Architect Of Record Design Perspective	Tod Stanton	630/606-0776	
Installation Of Stone Base And Eco Trail Around Park.					
Chicago Ridge Prairie Illinois State Nature Preserve	5801 W 105th St. Oak Lawn, IL	Oak Lawn Park District	Joel Craig	708/857-2201	\$ 124,253.00
		Architect Of Record Land Tech Design	John Vann	630/554-9984	
Installation Of New Overlooks Decks, Native Plants Throughout 3 Acre Site, Installation Of New Asphalt Walk Leading To A New Shelter With Green Roof And Rain Barrels, Installation Of Round Rail Fence, And Site Furnishings					
Erin Hills	13750 S Dublin Dr. Homer Glen, IL	Village Of Homer Glen	Michael Salamowicz	708/301-0632	\$ 385,470.00
		Architect Of Record HRGreen	David Reitz	815/385-1778	
Installation Of A New Park Including Playground Curbing, Poured In Place Safety Surface, ADA Playground And Swing Sets, Golf Putting Green, Boardwalk Over Looking Native Grasses, Berms, Asphalt Walks, Preamble Pavers, Seating Area, Parking Lot, ADA Ramps, Bollards, Split Rail Fencing, Water Service, Drinking Fountain With Pet Bowl, Shelter With Lighting, Solar Powered Light Pole, Site Furnishings, And Landscaping.					



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2014 PROJECTS

NAME OF PROJECT	ADDRESS OF PROJECT	OWNER OF PROJECT	CONTACT	PHONE #	PROJECT COST
The Rita (Fredenhagen) and John Harvard Ely Learning Playscape	523 S. Webster Street Naperville, IL	City Of Naperville/Naverville Heritage Society	Debbie Grinnell	630/305-7063	\$ 428,230.97
Removed Existing Playground Equipment and Adjacent Surfaces, Install New ADA Custom Wood Playground, ADA Concrete Sidewalks, Concrete Sidewalks, Rubber Play Surface, Concrete Slab Under Play Surfacing To Meet ADA Requirements, Concrete Curb, Sewer Including Infiltration System, Block Walls and Entry Columns, Splash Pad, Shade Structures, Site Furnishing, Wood Fencing, Stackage Fencing, And Landscaping					
Lake Shore Park East	450 E Benton Place, Chicago IL	Lake Shore Park East ASS.	Dan Koz	866/888-2158	\$ 40,000.00
Removed Existing Splash Equipment and Repaired All Water Piping, Drainage, and Soft Surface					
Turf Field at National Teachers Academy	2401 S Fedral St, Chicago IL	PBC	Jennifer Valentin	312/744-8339	\$ 3,149,570.00
Install New Artificial Turf Field, Sewer, Excavation, Concrete, Electrical, Fencing, Bases, Goal Posts, Stone Work, ADA Sidewalks, Sports Field Lighting, Sewer, Water, Drinking Fountain, Walking Lights, Running Track, Relocation of Fiber Optics Lines, Ornamental Iron Fencing, And Landscaping. This site is enrolled in the IEPA SRP program, all spoils on this site were contaminated.					
Knock Knolls Nature Center	336 Knoch Knolls Dr. Naperville, IL	Naperville Park District Construction Manager	Peggy Pelkonen	630/848-5013	\$ 1,230,835.20
Excavation Of 3 New Detention Ponds, Paths, Parking Lots, Instalton Of The Stone For All Pathways And Parking Lot.					
		Wight & Company	Dennis Podzimek	630/969-7000	



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Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	Plainfield Park Dist	LaGrange Park Park Dist	St Joseph Pre School	PBC	Veterans Park Dist	
Estimated Completion Date						
Total Contract Price	\$56,066.00	\$412,120.00	\$4,500.00	\$3,149,570.00	\$50,140.96	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$56,066.00	\$412,120.00	\$4,500.00	\$1,449,197.73	\$50,140.96	\$1,972,024.60
Uncompleted Dollar Value if Firm is the Subcontractor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Value of All Work						\$1,972,024.60

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

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

						Accumulated Totals
Earthwork	\$7,959.60	\$30,576.90	\$0.00	\$53,939.25	\$0.00	\$92,475.75
Portland Cement Concrete Paving	\$268.40	\$2,158.57	\$0.00	\$0.00	\$0.00	\$2,426.97
HMA Plant Mix	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMA Paving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Clean & Seal Cracks/Joints	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Aggregate Bases & Surfaces	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Highway, R.R. and Waterway Structures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Drainage	\$0.00	\$33,305.70	\$0.00	\$2,674.22	\$0.00	\$35,979.92
Electrical	\$0.00	\$0.00	\$0.00	\$0.00	\$13,520.00	\$13,520.00
Cover and Seal Coats	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Concrete Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Landscaping	\$0.00	\$5,110.74	\$0.00	\$4,812.09	\$0.00	\$9,922.83
Fencing	\$0.00	\$601.10	\$0.00	\$9,569.42	\$0.00	\$10,170.52
Guardrail	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Painting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Signing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gold Milling, Planning & Rotorolling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Demolition	\$0.00	\$35,381.20	\$0.00	\$18,656.00	\$2,756.00	\$56,793.20
Pavement Markings (Paint)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Construction (List Site Restoration, Bonding & Fees)	\$5,360.00	\$6,287.12	\$4,500.00	\$76,446.36	\$1,040.00	\$93,633.48
Play Equipment, Hauling & Mobilization	\$0.00	\$79,690.76	\$0.00	\$58,549.85	\$0.00	\$138,240.61
Totals	\$13,588.00	\$193,112.09	\$4,500.00	\$224,647.19	\$17,316.00	\$453,163.28

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

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor		Landscape Services		Herrera	
Type of Work		Landscaping		Drainage	
Subcontract Price		\$69,460.30		\$19,638.00	
Amount Uncompleted		\$69,460.30		\$15,790.50	
Subcontractor		Evans		Leeway Trucking	
Type of Work		Electrical		Hauling	
Subcontract Price		\$20,990.75		\$7,900.00	
Amount Uncompleted		\$20,900.75		\$790.00	
Subcontractor				Rent A Fence	
Type of Work				Fencing	
Subcontract Price				\$5,671.50	
Amount Uncompleted				\$567.15	
Subcontractor				Legacy Underground	
Type of Work				Sewer & Water	
Subcontract Price				\$143,000.00	
Amount Uncompleted				\$27,170.00	
Subcontractor				Industrial Fence	
Type of Work				Fencing	
Subcontract Price				\$50,415.28	
Amount Uncompleted				\$50,415.28	
Total Uncompleted	See Totals Below				

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

Subscribed and sworn to before me
 this 21 day of April, 15

Type or Print Name Greta Keranow President
Officer or Director Title

Signed



Notary Public

My commission expires _____

(Notary Seal)



Company KEE CONSTRUCTION

Address 11002 S Whipple
Chicago, IL 60655

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor	Beverly Asphalt	Kramer Tree		Beverly Asphalt	
Type of Work	Bituminous Paving Overlay	Demo of Trees		Excavation & Demolition	
Subcontract Price	\$19,939.20	\$9,339.20		\$75,190.00	
Amount Uncompleted	\$19,939.20	\$9,339.20		\$21,036.10	
Subcontractor	Beverly Asphalt	Rent a Fence		Beverly Asphalt	
Type of Work	Bituminous Path Paving	Temp Fence		Stone Installation	
Subcontract Price	\$15,972.80	\$3,794.05		\$235,527.20	
Amount Uncompleted	\$15,972.80	\$3,794.05		\$107,154.51	
Subcontractor	Herrera	Herrera		Beverly Asphalt	
Type of Work	Concrete Paving	Concrete		Asphalt	
Subcontract Price	\$6,566.00	\$59,755.73		\$251,077.00	
Amount Uncompleted	\$6,566.00	\$59,755.73		\$251,077.00	
Subcontractor		J & R Asphalt		Beverly Asphalt	
Type of Work		Asphalt Path		Sand Pit	
Subcontract Price		\$32,156.82		\$2,582.80	
Amount Uncompleted		\$32,156.82		\$2,582.80	
Subcontractor		Parkreation		Herrera	
Type of Work		Splash Pad Area		Concrete	
Subcontract Price		\$23,510.76		\$251,668.00	
Amount Uncompleted		\$23,510.76		\$186,137.20	
Total Uncompleted	See Totals Below				

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

Subscribed and sworn to before me
 this _____ day of _____, _____ Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public
 My commission expires _____
 (Notary Seal)
 Signed _____
 Company _____
 Address _____

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor				Countryside Landscaping	
Type of Work				Landscaping	
Subcontract Price				\$25,330.00	
Amount Uncompleted				\$25,330.00	
Subcontractor				Evans	
Type of Work				Electrical	
Subcontract Price				\$365,000.00	
Amount Uncompleted				\$261,500.00	
Subcontractor				Shaw Sports	
Type of Work				Artificial Turf	
Subcontract Price				\$275,000.00	
Amount Uncompleted				\$275,000.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$42,478.00	\$218,917.61	\$0.00	\$1,224,550.50	\$0.00

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

Subscribed and sworn to before me this 21 day of April, 15

Type or Print Name

Cecilia Keenan President

Office of Director

Title

Signed

[Signature]

Notary Public

My commission expires _____

(Notary Seal)

Company

Keen Construction

Address

11002 S Whipple
Chicago IL 60658



STORMWATER POLLUTION PREVENTION PLAN
CONTRACTOR/SUBCONTRACTOR CERTIFICATION

NAME OF PROJECT: Parking Lot H Improvements
PROJECT LOCATION: DOWNERS GROVE, IL

"I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) permit that authorizes the stormwater discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the Owner(s) and other contractors and subcontractors signing such certifications to the Illinois Environmental Protection Agency NPDES General Permit for "Stormwater Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As a co-permittee, I understand that I, and my Company, are legally required under the Clean Water Act and the Code of Illinois, to ensure compliance with the terms and conditions of the Stormwater Pollution Prevention Plan developed under this NPDES permit and the terms of the NPDES permit."

Greta Keranen
TBD
NAME

Pres. Maint
TITLE

KEE Construction
COMPANY NAME

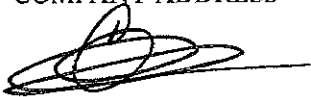
773-809-3118
TELEPHONE NO.

11002 S Whipple

773-634-8298
FAX NO.

Chicago IL 60655
COMPANY ADDRESS

Info@KEE2010.com
EMAIL ADDRESS


SIGNATURE

4/21/15
DATE

KEEP A COPY OF THIS SIGNED CERTIFICATION WITH THE STORMWATER POLLUTION PREVENTION PLAN.



hereby grants

National Women's Business Enterprise Certification

to

KeeConstruction, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Chicago, a WBENC Regional Partner Organization.

Heidi M. Ratner *Carol Douglas*

Authorized by Heidi M. Ratner, Co-President, S. Carol Douglas, Co-President
Women's Business Development Center - Chicago



Expiration Date: 05/31/2014
WBENC National Certificate Number: 2005118171

NAICS Codes: 484110, 237110, 238910, 238990, 237990

UNSPSC Codes: 72152700, 30121601, 30152000, 72141129, 72153103, 72141301, 72141302, 72102902, 72152705, 72152704, 72154013, 72141120, 72141510, 72141105, 72153507, 72141205, 72152710, 78101801





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

OCT 23 2014

Ms. Greta Keranen
Kee Construction, LLC
11002 South Whipple Street
Chicago, IL 60655

Dear Greta Keranen:

We are pleased to inform you that **Kee Construction, LLC**, has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **10/31/2016**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **10/31/2015**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **10/31/2016**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **08/31/2016**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

Kee Construction LLC

Page 2 of 2

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

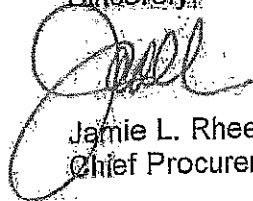
237110 – Water and Sewer Line and Related Structures Construction
238910 – Site Preparation Contractors
238990 – Other Specialty Trade Contractors

237110 - Construction Management, Water and Sewage Treatment Plant; Sewer Construction Main Pipe and Connection, Storm, Sanitary, Distribution Line, Collection and Disposal, Utility Line; 238910 – Dirt Moving for Construction; 238990 - Brick Paver, i.e., Driveways, Patios, Sidewalks, Playground Equipment Installation

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/cm

**City of Chicago
Department of Buildings
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

KEE CONSTRUCTION, LLC
11002 S. WHIPPLE ST.
CHICAGO IL 60655

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC023047

CERTIFICATE NUMBER: GC023047-5


FEE: \$ 2000


DATE ISSUED: 05/21/2014

DATE EXPIRES: 05/21/2015

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.


Rahm Emanuel
Mayor


Felicia Davis
Commissioner

CITY OF CHICAGO - DEPARTMENT OF WATER MANAGEMENT
SEWER AND DRAIN LICENSE



SEWER LICENSE # 2400

GRETA KERANEN
KEE CONST. (SL)
11002 S. WHIPPLE
CHICAGO, IL 60655

Issued Date: Feb 06, 2014
Expiration Date: Dec 31, 2014

FEES: \$125.00

Type of Work: Construction

"This license shall be considered revocable at any time by order of the Commissioner declare this license null and void; but shall continue for no longer than the expiration date indicated."

Conditions of License

The person, persons or company indicated at the top of this document is hereby granted a license to install, repair, clean or evaluate sewer or drains, or make connection with sewers or drains on and/or from private property, in the public way or to connect with the Public Sewers of the City of Chicago, as approved. Said work is to be executed in the strict conformity with the Rules and Regulations which have been, or may hereafter be established by the Department of Water Management. This work is to be done under the direction of the Engineers and/or Inspectors appointed by said department to examine and inspect the construction, repair, cleaning or evaluation of said sewers or drains. For each connection or other sewer related activity on private property, in the public way or with the Public Sewer, a permit from the office of said department must be obtained and be in the possession of the party licensed, before work on any sewer or drain shall be commenced. For such connection, repair or other sewer related activity, notice of such work and a request for the required inspection must be given at the office of said department at least forty-eight (48) hours prior to work being done and the inspection being needed, as determined by said department.

Certificate No: MC6384-F



Rahm Emanuel, Mayor

Certificate of Registration

issued by the
Department of Buildings
of the City of Chicago

MASON CONTRACTOR'S CERTIFICATE

This certifies that **GRETA J KERANEN** License Number **MC6384**

having been duly examined by the Board of Examiners of Mason Contractors as to his/her practical knowledge of masonry and mason construction and all matters pertaining to mason construction, and having satisfied this Board with his/her competency therein is hereby authorized to engage in business as a

LICENSED MASON CONTRACTOR CONCRETE

within the City of Chicago in accordance with an act of the Forty-Eighth General Assembly of the State of Illinois "To provide for the licensing of Mason Contractors and Employing Masons and to regulate the safe and proper construction of buildings", approved June 30, 1913 and so engage in business as a Mason Contractor or Employing Mason in the City of Chicago under the provisions of an ordinance of the City Council of the City of Chicago, passed June 27th, 1980, "To provide for the licensing and regulation of Mason Contractors and Employing Masons" and subject to the provisions of all other ordinances of said City relating to all mason work placed in or upon or in connection with any building or other structure. This certificate **EXPIRES July 25, 2012.**

Michael . Merchant, Commissioner

CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: **Kee Construction**
 DBA: **Kee Construction, LLC.**
 AT: **11002 S. WHIPPLE ST., Floor 1
 CHICAGO, IL 60655**

PRINTED ON:
08/29/2013

LICENSE NO.: **2209994** CODE: **4404** FEE: *******250.00**
 LICENSE: **Regulated Business License**
 Includes: **Home Repair;**

MANAGING MEMBER: **Greta J. Keranen**

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF OCTOBER, 2013

EXPIRATION DATE: **October 15, 2015**

ATTEST:

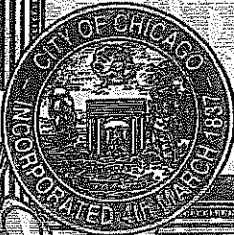
Rahm Emanuel

Suzanne J. Mendez

ACCOUNT NO. **366671** SITEMAYDR
TRANS NO.

CITY CLERK

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.





CHICAGO DEPARTMENT OF TRANSPORTATION
CITY OF CHICAGO

PUBLIC WAY WORK CONTRACTOR LICENSE

Effective:

January 1, 2015 to March 29, 2015

**KEE CONSTRUCTION, LLC
11002 S. WHIPPLE STREET
CHICAGO, IL 60655**

ID#: 27-2110969

Date: December 12, 2014

The above referenced has met the requirements, as stated in Chapter 10-20 of Municipal Code of the City of Chicago to be a Public Way Work Contractor by CDOT/Division of Infrastructure and has paid the required fees.

Letter of Credit \$5,000

This insurance must be maintained unchanged from the terms initially approved by CDOT and must be maintained uninterrupted for the duration of the license period.

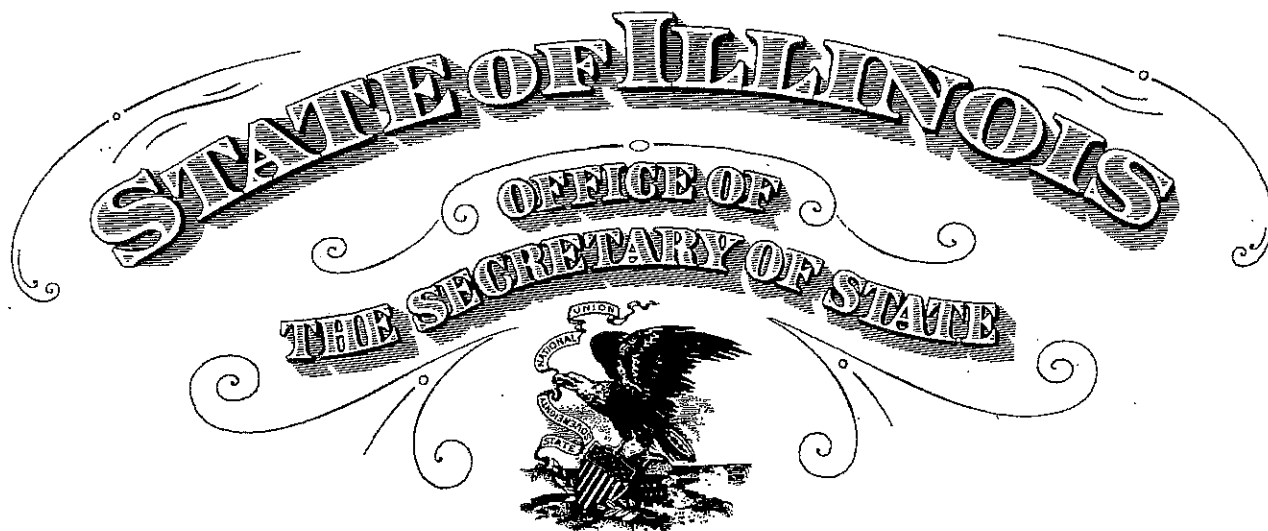
If a company holding a Public Way Work License allows this insurance to be canceled or to expire or otherwise lapse for more than 30 DAYS during a calendar year, the license will be rendered void and the person or company must reapply for a new license and pay a new license fee in order to be considered for a valid license.

This Letter of Credit must be maintained unchanged from the terms initially approved by CDOT and must be maintained uninterrupted for three years from December 31st of the year it was issued.

If a company holding a public way work license allows the Letter of Credit to be canceled or to expire or otherwise lapse for more than 30 DAYS during a calendar year the license will be rendered void and the company must reapply for a new license and pay a new license fee in order to be considered for a valid license.

292-84-3034-2560 \$125.00

File Number 0294959-8



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

KEECONSTRUCTION, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 16, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1429403240

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of OCTOBER A.D. 2014 .

Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 24677

KeeConstruction, llc.

11002 South Whipple St.

Chicago IL 60655

Information for this business last updated on:

Monday, October 08, 2012

Certificate produced on Monday, October 08, 2012 at 1:34 PM



ILLINOIS DEPARTMENT OF
Human Rights

Pat Quinn, Governor

Rocco J. Claps, Director

IDHR #: 135760-00

Date Eligible: 04/09/2013

Expires on: 04/09/2018

Greta Keranen

KeeConstruction, LLC

11002 S. Whipple Street

Chicago, IL 60655

4/10/13

KEE Construction Mail - Notice of Eligibility Letter - Attached is your company's Notice of Eligibility letter indicating its eligibility and expiration date.

NOTICE OF ELIGIBILITY FOR PUBLIC CONTRACTS

This Notice of Eligibility documents receipt by the Illinois Department of Human Rights (DHR) of a properly completed and signed Employer Report For (Form PC-1) filed by the above-named employer in compliance with 44 Ill Adm. Code 750/210(a). The IDHR Bidder Eligibility Number appearing above must be supplied, upon request, to contracting agencies.

The use of this Bidder Eligibility Number is restricted to the employer name above. The Department's Public Contracts Unit must be notified in writing when any change is made in the employer's name and/or address. Any significant change involving the employer's form of organization, corporate affiliation, or workforce composition must also be reported in writing and may require the filing of a new Employer Report Form. Employers should be aware that the use of any business name other than that reported to the Department on any contract bid may preclude verification of eligibility by the Department or a contracting agency and may consequently result in denial.

THE ELIGIBILITY NUMBER EXPIRES FIVE YEARS FROM THE "ELIGIBILITY DATE" APPEARING ABOVE. No additional notice of the expiration date will be provided. Eligibility for the award of state contracts may expire at an earlier date if it is relinquished by the employer or revoked by the Department after finding that a public contractor or eligible bidder has engaged in unlawful discrimination or failed to comply with affirmative action requirements mandated by the Illinois Human Rights Acts (775 ILCS 5/1-101 et. Seq) (Act) and the public contracts portions of Department Rules (44 Ill. Admin. Code 750) (Rules). The Department may audit any eligible bidder or contractors found to have violated the Act and/or the Rules are subject to contract cancellation, bid eligibility revocation, and such other penalties as may be provided for by the Act. Issuance of this Notice does not, by itself, constitute Department approval of the employer's non-discrimination and affirmative action plans, policies, or practices.

This notice does not certify the Employer as a minority or female business enterprise, and does not constitute pre-qualification with regard to financial, insurance, or bonding capacity, or compliance with any requirement other than the bidder registration requirement referenced in the first paragraph. Employers should contact the agency with which they wish to do business for information regarding any other requirements governing contracting with that agency.

This notice should be kept with other important business documents. Employers requiring further information regarding their duties as eligible bidders and public contractors are encouraged to contact the Public Contracts Unit at the address printed above or telephone 312-814-2431

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3653, Housing Line (800) 662-3642

222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100

2309 West Main Street, Marion, IL 62959 (616) 993-7463

www.illinois.gov/dhr

CERTIFICATE OF REGISTRATION
 ISSUED BY THE
DEPARTMENT OF BUILDING AND ZONING
OF COOK COUNTY

FIRM NAME: **KEE CONSTRUCTION**
11002 S WHIPPLE
CHICAGO ILL. 60655

TYPE OF CONTRACTOR: **LANDSCAPE**

REGISTRATION NO.: **043864**

DATE ISSUED: **DECEMBER 2, 2013** FEE PAID: **\$52.50** VALID TO: **NOVEMBER 30, 2014**



Timothy P. Bleuher

BUILDING AND ZONING COMMISSIONER
 TIMOTHY P. BLEUHER

Thank you for registering as a Contractor with the Cook County Department of Building and Zoning. Please be advised that you should retain the Certificate of Registration above in your office. The Contractor's Registration Card (lower right hand corner) must be kept on your person and you may be required to produce this card at times for Inspectors of the Department of Building and Zoning.

KEE CONSTRUCTION
11002 S WHIPPLE
CHICAGO ILL. 60655

DEPARTMENT OF BUILDING & ZONING OF COOK COUNTY	
TONI PRECKWINKLE <small>President of the Board of Commissioners of Cook County</small>	TIMOTHY P. BLEUHER <small>Commissioner of Building and Zoning of Cook County</small>
CONTRACTOR REGISTRATION CARD	
Firm	KEE CONSTRUCTION
Address	11002 S WHIPPLE CHICAGO ILL.
Owner	CORPORATION
Type of Contractor	LANDSCAPE
Authorized Member of Firm	
Registration No.	043864
Valid to	Signature NOVEMBER 30, 2014
	<i>Timothy P. Bleuher</i> COMMISSIONER

CERTIFICATE OF REGISTRATION
 ISSUED BY THE
DEPARTMENT OF BUILDING AND ZONING
OF COOK COUNTY

FIRM NAME: **KEE CONSTRUCTION**
11002 S WHIPPLE
CHICAGO ILL. 60655

TYPE OF CONTRACTOR: **GENERAL WITH TRADES**

REGISTRATION NO.: **043863**

DATE ISSUED: **DECEMBER 2, 2013** FEE PAID: **\$52.50** VALID TO: **NOVEMBER 30, 2014**



Timothy P. Bleuher

BUILDING AND ZONING COMMISSIONER
TIMOTHY P. BLEUHER

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KEE CONSTRUCTION
11002 S WHIPPLE
CHICAGO ILL. 60655

DEPARTMENT OF BUILDING & ZONING
OF COOK COUNTY

TONI PRECKWINKLE TIMOTHY P. BLEUHER
 President of the Board of Commissioner of Building
 Commissioners of Cook County and Zoning of Cook County

CONTRACTOR REGISTRATION CARD

Firm KEE CONSTRUCTION

Address 11002 S WHIPPLE CHICAGO ILL.

Owner CORPORATION

Type of Contractor GENERAL WITH TRADES

Authorized Member of Firm _____

Registration No. 043863 Valid to NOVEMBER 30, 2014

Timothy P. Bleuher

 COMMISSIONER

CERTIFICATE OF REGISTRATION

ISSUED BY THE
DEPARTMENT OF BUILDING AND ZONING
OF COOK COUNTY

FIRM NAME: **KEE CONSTRUCTION**
11002 S WHIPPLE
CHICAGO ILL. 60655

TYPE OF CONTRACTOR: **OTHER**

REGISTRATION NO.: **043865**

DATE ISSUED: **DECEMBER 2, 2013** FEE PAID: **\$52.50** VALID TO: **NOVEMBER 30, 2014**



BUILDING AND ZONING COMMISSIONER
 TIMOTHY P. BLEUHER

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KEE CONSTRUCTION
11002 S WHIPPLE
CHICAGO ILL. 60655

DEPARTMENT OF BUILDING & ZONING OF COOK COUNTY	
TOMI PRECKWINKLE <small>President of the Board of Commissioners of Cook County</small>	TIMOTHY P. BLEUHER <small>Commissioner of Building and Zoning of Cook County</small>
CONTRACTOR REGISTRATION CARD	
Firm <u>KEE CONSTRUCTION</u>	
Address <u>11002 S WHIPPLE CHICAGO ILL.</u>	
Owner <u>CORPORATION</u>	
Type of Contractor <u>OTHER</u>	
Authorized Member of Firm _____	
Registration No. <u>043865</u>	Valid to <u>NOVEMBER 30, 2014</u>
 _____ COMMISSIONER	



547 W Jackson Blvd. Chicago, Illinois 60661


(312) 322-6900

TTY#1-312-322-6774

Memorandum

DATE: April 9, 2015

TO: James Tock, Engineering Manager
Village of Downers Grove

FROM: Janice R. Thomas, Senior Director 
Metra's Office of Business Diversity and Civil Rights

RE: 10% DBE Goal
Parking Lot H Improvements
Belmont Station
DBE Requirements Response of Recommended Bidder(s)

Metra has an established Disadvantage Business Enterprise (DBE) program in accordance with U.S. Department of Transportation (DOT), 49 C.F.R. Part 26.

Metra is responsible for providing the appropriate guidance to pass-through(s) of federal funds as it relates to DBE compliance. Throughout this contract Metra's Office of Business Diversity and Civil Rights (OBDCR) will monitor the contract to ensure contract performance complies with DBE requirements.

RESPONSIVE

Kee Construction has met the DBE Responsiveness Requirements. Kee Construction has committed to meet the goal utilizing Evans Electric, Chicagoland Truckin' Inc. and Paul Herrera Construction Co. If awarded the contract, Kee Construction will have to clarify if Chicagoland Truckin' Inc. is subcontracting their work.

A Lamp Concrete Contractors, Inc. has met the DBE Responsive Requirements. A Lamp Concrete Contractors has committed to meet the goal utilizing Evergreen Supply Company, Precision Pavement Markings, Inc. and Alas Trucking, Inc.

Schroeder Asphalt Services, Inc. has met the DBE Responsive Requirements. Schroeder Asphalt Services has committed to meet the goal utilizing Precision Pavement Markings, Inc., Carrera Concrete Construction, Inc., Work Zone Safety and Evergreen Supply Company.

Central Blacktop Co., Inc. has met the DBE Responsive Requirements. Central Blacktop has committed to meet the goal utilizing Cabo Construction Company.

NON-RESPONSIVE

Abbey Paving & Sealcoating Co., Inc. has not met the DBE Responsive Requirements. Abbey Paving listed a firm, Volt Electric, Inc., on the Schedule A and C but Volt Electric, Inc. is not certified as a DBE in the Illinois Unified Certification Program (IL UCP). Abbey Paving did not list any additional DBE firms to meet the DBE goal, therefore is non-responsive.

Chicagoland Paving Contractors, Inc. has not met the DBE Responsiveness Requirements. We are unable to determine the DBE credit for the proposed DBE participation because Chicagoland Paving did not provide the Total DBE Commitment amount on the Schedule A.

Fox Excavating, Inc. has not met the DBE Responsive Requirements. Fox Excavating has not committed to meet the goal by not submitting any DBE schedules and has not submitted details or corroborating documentation evidencing its good faith efforts to achieve the contract goal.

Please note, before the award of this contract please provide the subcontracts for each DBE subcontractor to our office to review and approve.

KS

Copy to: A. Roth

2015-2019 Capital Project Sheet

Project # **P-005**

Project Description **Parking Lot Improvements, Lot H**

Project summary, justification and alignment to Strategic Plan

Reconstruction of Parking Lot H. Existing pavement conditions are such that standard maintenance or resurfacing procedures are not cost effective. The work in this area was delayed to allow for the completion of the Belmont Road Underpass Project so any construction-related impacts can occur before the investment is made in the lot reconstruction.

Cost Summary	New Maintenance Replacement	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Future Years	TOTAL
Professional Services		50,000						50,000
Land Acquisition								-
Infrastructure								-
Building								-
Machinery/Equipment								-
Other/Miscellaneous	X X X	1,350,000						1,350,000
TOTAL COST		1,400,000	-	-	-	-	-	1,400,000

Funding Source(s)		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Future Years	TOTAL
471-Parking Fund	▼	520,000						520,000
Grants/Other Sources, Approved	▼	880,000						880,000
	▼							-
	▼							-
TOTAL FUNDING SOURCES		1,400,000	-	-	-	-	-	1,400,000

Project status and completed work

Design was completed in 2013 but construction was delayed to 2015 to avoid conflicts with Metra's Main St. platform reconstruction project.

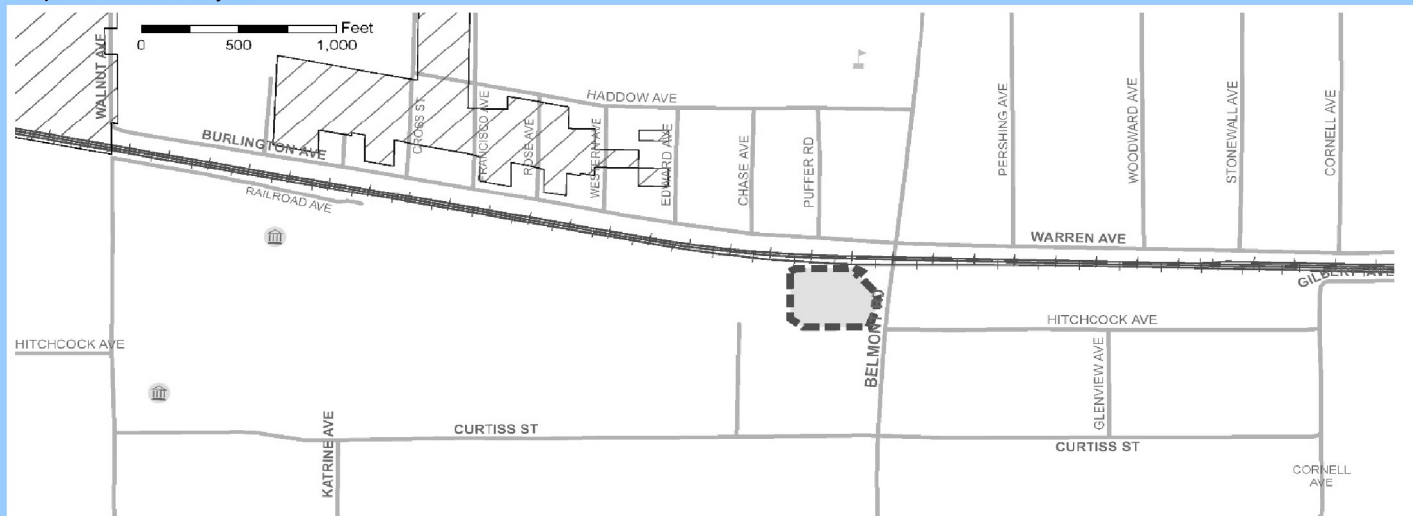
Grants (funded or applied for) related to the project.

\$880,000 Metra Funding per agreement.

Impact-annual operating expenses	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

The reconstruction of this parking lot will initially reduce current maintenance costs by eliminating the need for emergency patching, extra sweeping and removal of aggregate after snow plow operations.

Map/Pictures of Project



Priority Score **A**

Project Manager: **Jim Tock**

Program: **366** Department: **Public Works**