

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
9/20/2016

SUBJECT:	SUBMITTED BY:
Award of Contract for Water Tower Security Fencing Improvements	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Water Tower Security Fencing Improvements to Classic Fence of Oswego, Illinois in the amount of \$160,770.70.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The FY16 budget includes \$250,000 in the Water Fund for Water Tower Security Fencing Improvements.

RECOMMENDATION

Approval on the September 20, 2016 consent agenda.

BACKGROUND

Recommendations of the water system vulnerability assessments for public water supplies required by the Public Health Security and Bioterrorism Preparedness and Response Act include several physical improvements to the Village's water system. The installation of perimeter fencing at water towers was one of the recommendations. In 2009, the Village completed the first phase of the project which included security fencing installation at the Finley Water Tower, Highland Water Tower, Maple Water Tower, Finley Rate Station, and partial fencing at the Downers Water Tower.

The proposed contract includes security fencing installation at the Downers Water Tower, Main Street Water Tower and 71st Street Water Tower.

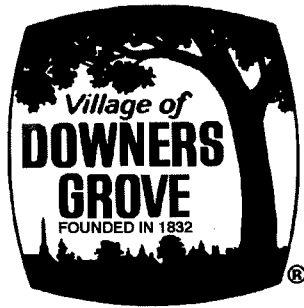
A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. One bid from Classic Fence in the amount of \$160,770.70 was received.

Classic Fence has performed satisfactory for the Village during the 2009 security fencing project and received a positive recommendation for a recent project from the City of Darien.

ATTACHMENTS

Contract

Capital Project Sheet WA-008



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Classic Fence, Inc.
- II. Instructions and Specifications:
- A. Bid No.: WP-008-16
 - B. For: WATER TOWER SECURITY FENCING IMPROVEMENTS
 - C. Bid Opening Date/Time: WEDNESDAY, AUGUST 24, 2016 @ 10:00 AM
 - D. Pre-Bid Conference Date/Time: MONDAY, AUGUST 15, 2016 @ 10:00 AM (OPTIONAL)
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVENUE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: WEDNESDAY, AUGUST 3, 2016

This document comprises 50 pages

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

TOMASZ J. TOPOR, P.E.
STAFF ENGINEER II
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5487
FAX: 630/434-5495
www.downers.us

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.:** WP-008-16

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.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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:
WEDNESDAY, AUGUST 24, 2016 @ 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.
- 6 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: TOMASZ J. TOPOR, P.E., in a sealed envelope marked "SEALED BID FOR WATER TOWER SECURITY FENCING IMPROVEMENTS". 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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

with 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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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

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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

- 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 "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 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.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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

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

6. BID REJECTION

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

7. BIDDER COMPETENCY

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

8. BIDDER DISQUALIFICATION

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

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

8.1.2 Evidence of collusion among Bidders.

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

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

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

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

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

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

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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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)

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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

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

13. SECURITY FOR PERFORMANCE

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

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, military status, order of protection status, sexual orientation 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. Sec. 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. Sec. 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.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

- 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 workplace.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

(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 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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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 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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

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

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

32.2 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.

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.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

- 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.
- 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 of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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 within the timeframe provided in the notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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 Avenue, 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.

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 – Water Tower Security Fencing Improvements (WP-008-16)

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.
- 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,

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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, Seventh Edition, 2014 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, April 1, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the “SSRBC”) as adopted by the Illinois Department of Transportation, April 1, 2016; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006; and
 - 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised May, 2014.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

- 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 and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). **SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.**
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 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.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

4. PROSECUTION AND PROGRESS

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

4.1.1 The Contractor shall schedule his work such that all improvements shall be substantially complete by November 11, 2016. Substantial completion shall mean all work excluding possible 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:

4.1.3.1.1 At all locations, restoration shall commence no later than 1 weeks after the last fence is installed.

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 SSRBC.

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 SSRBC shall govern measurement and payment, with the following additions:

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

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors **MUST**

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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 SCOPE OF WORK

Bid 1 – consists of Base Bid and Alternate Bid 1- includes the installation of approximately 630 lineal feet of 8 foot tall security fencing, 1100 lineal feet of 8 foot tall security fencing with privacy slating with related preparatory grading, clearing and restoration work.

Bid 2 - consists of Base Bid and Alternate Bid 2- includes the installation of approximately 310 lineal feet of 8 foot tall security fencing, 320 lineal feet of 8 foot tall security fencing, 480 lineal feet of 6 foot tall security fencing, 620 lineal feet of 6 foot tall security fencing with privacy slating with related preparatory grading, clearing and restoration work.

LOCATION OF SECURITY FENCING

The installation security fencing, with the total estimated amount of fencing, is proposed at:

- 1) 71St Street Water Tower – 940 ft
- 2) Downers Drive Water Tower – 485 ft
- 3) Main Street Water Tower - 315 ft

SP-2 NOT USED**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 concrete and earth excavation work. The Bidder must submit the following information for itself and for each Sub-Contractor:

- a. Similar Project Experience

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

- i. Bidder must provide 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 PROTECTION OF WORK

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

SP-5 TREE PROTECTION

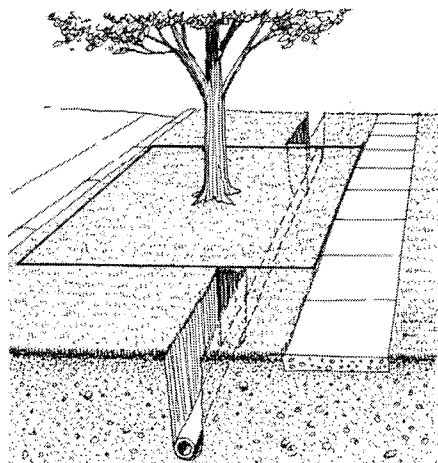
Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.

Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway or excavation unless specifically noted on the project plan sheets.

The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

Parkway <u>Tree diameter at 4.5'</u>	Width street to property <u>(min. curb to sidewalk)</u>	Length along street <u>street(minimum)</u>	<u>Depth</u>
0 – 12.0 inches	10.0 feet	10 feet	4 feet
12.1 – 24.0 inches	10.0 feet	20 feet	4 feet
24.1 or more inches	10.0 feet	30 feet	4 feet

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)



For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

For projects that involve excavations of one (1) foot or more in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roadway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fencing shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roadway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.

In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the Contractor may be subject to the following provisions:

- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for the 3rd and subsequent offenses.
- each day during which a violation continues shall be construed as a separate and distinct offense.

The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

Basis of Payment: Clearing and hedge removal shall not be paid for, but shall be considered **INCIDENTAL** to the Contract.

SP-6 CONSTRUCTION STAKING AND PLAT OF SURVEY

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, 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 utilizing a licensed Illinois Land Surveyor shall prepare and provide the Village with Plat of Survey for each water tower site showing the location of the new fence.

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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

SP-7 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 silt fence or ditch checks; straw bales shall not be used. Piles of excavated material are not allowed to be stored onsite. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets, or solid lids, 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. If erosion control items are needed to be replaced or repaired due to construction activities of each Contractor following the installation of initial erosion and sediment control items, these items shall be incidental to each Contractor's overall contract work.

Basis of Payment: Any costs to provide the materials and services as specified herein shall be considered **INCIDENTAL**, and no additional compensation will be allowed the Contractor.

SP-8 SECURITY FENCING (HEIGHT SPECIFIED)

Description: This item shall consist of furnishing and erecting a chain-link fence in accordance with Section 664 of the SSRBC, these specifications and the details shown on the plans and in conformity with the lines on the plans or established by the Engineer.

FABRIC. The fabric shall be vinyl-coated chain link fabric conforming to ASTM F668 meeting the following requirements:

1. One piece width, 1 1/4 in. mesh spacing.
2. 3.8 mm (No. 9 gauge) steel core wire
3. Black vinyl coated according to Class 2b - Fused and Adhered, ASTM F668, Federal Specification RR-F-191 Type IV, AASHTO M-181 Type IV, Class B Type 2b.
4. The top of the wire meshing shall have a double twist applied, with 1/2" extra meshing extended beyond the last twist.

LINE POSTS shall be:

1. SS40 steel posts with outside diameter of 3 inches.
2. Black vinyl coated according to Class 2b - Fused and Adhered.
3. Maximum 10' spacing.
4. A vinyl coated low profile acorn cap or flat cap shall be placed on all posts.
5. 3'-0" minimum depth of bury encased by 12" dia. concrete footing.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

TERMINAL POSTS and GATE POSTS shall be:

1. SS40 steel posts with outside diameter of 4 inches
2. Black vinyl coated according to Class 2b - Fused and Adhered.
3. Maximum 10' spacing.
4. A vinyl coated low profile acorn cap or flat cap shall be placed on all posts.
5. 3'-6" minimum depth of bury encased by 12" dia. concrete footing.

BRACES AND RAILS shall be:

1. SS40 steel with outside diameter of 1-7/8 inches.
2. Black vinyl coated according to Class 2b - Fused and Adhered.
3. Bracing bar shall be placed at the bottom and midpoint heights of the fence.
4. No bracing bar at the top of the fence, a tension wire should be used instead.

TENSION WIRE shall be:

1. #7 gauge steel coil spring wire with minimum 50K psi yield strength.
2. Black vinyl coated according to Class 2b - Fused and Adhered.
3. Stretched along the top portion of the fence.

After fastening and acceptance by the Engineer, all bracing bolts shall be struck just to deformity to prevent nut removal.

The cost of adding grounding in accordance with the National Electric Safety Code including all materials, and labor shall be included in the cost of the fence. The cost of all miscellaneous hardware related to the type of fence including brace connections, caps, clips, clamps, hinges, rivets, ties, truss rods, diagonal braces and stretcher bars shall be included in the cost of the fence.

The cost of connecting new fence to existing fences shall be included in the cost of the Security Fencing.

Shop drawings shall be sent to the Village prior to ordering material or beginning manufacturing process.

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

**SECURITY FENCING (8');
SECURITY FENCING (6'),**

which price shall be payment in full for the work as specified herein and as measured in place.

SP-9 SECURITY FENCING WITH SLATS (HEIGHT SPECIFIED)

Description: SECURITY FENCING WITH SLATS (HEIGHT SPECIFIED) shall meet the material and installation requirements as stated within Section 664 of the SSRBC and contained within SP-8 SECURITY FENCING (HEIGHT SPECIFIED) as previously stated within this contract with following exceptions.

FABRIC shall be:

1. One piece width, 2 in. mesh spacing.
2. Installed with vertical polyurethane privacy slating, 90% minimum exposure.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

LINE POSTS shall be:

1. Maximum 8' spacing for fencing with slats.

The cost of connecting new fence to existing fences shall be included in the cost of the Security Fencing with Slats.

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

**SECURITY FENCING WITH SLATS (8'), or
SECURITY FENCING WITH SLATS (6'),**

which price shall be payment in full for the work as specified herein and as measured in place.

SP-10 GATE ENTRANCE (DRIVE THROUGH OR WALK THROUGH, HEIGHT SPECIFIED)

Description: GATE ENTRANCE (DRIVE THROUGH OR WALK THROUGH, HEIGHT SPECIFIED) shall meet the material and installation requirements as stated within Section 664 of the SSRBC and as specified in SP-8 SECURITY FENCING (HEIGHT SPECIFIED). All gates shall have a locking bar capable of handling two locks, such that if one lock is undone, the locking bar mechanism will be freed. All swing gates shall be installed to swing outward from the property.

All gate hardware shall meet the requirements for industrial fences. Hardware subject to movement and not vinyl-clad shall be field painted with touchup paint specifically formulated for this purpose.

Removal of any existing gates shall be included in the cost of Gate Entrance.

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

**GATE ENTRANCE (DRIVE THROUGH, 8');
GATE ENTRANCE (DRIVE THROUGH, 6');
GATE ENTRANCE (WALK THROUGH, 8');
GATE ENTRANCE (WALK THROUGH, 6'),**

which price shall be payment in full for the work as specified herein and as measured in place.

SP-11 FENCE REMOVAL

Description: Fence Removal shall include full removal and disposal off site of existing fence hardware and materials, where specified per location. Materials may be recycled within the Public Works Metal 8' x 22' Recycling Bin located at P.W. Facility yard at 5101 Walnut, provided that all material collected is 100% free of spoil, concrete or other organic elements, with inspection by the engineer required before final disposal.

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

FENCE REMOVAL

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

which price shall be payment in full for the work as specified herein and as measured in place.

SP-12 TURF RESTORATION

Description: This work shall consist of the excavation, topsoiling, fertilizing and seeding of only those locations due to damage from fence removal, fence installation, brush removal, tree removal or as directed by the Engineer. This item shall be done in accordance with the applicable portions of Sec. 211 and 250 of the Standard Specifications and the following provisions.

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner in areas where permanent placement of fence has been completed. Under no circumstances shall the Contractor prolong final grading, shaping and sod placement so that the entire project can be permanently restored at the same time.

This work shall consist of the excavation, addition of top soil and seeding of the disturbed area.

All topsoil to be used for parkway restoration shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations to a minimum depth of 4". All materials shall meet the requirements of Art. 1081.05 of the Standard Specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications.

For that period prior to full parkway restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

Construction Limits

For the purposes of this contract, the construction limits of any excavation of non-pavement areas for removal or installation of fencing shall be as directed by the Engineer. All other non-pavement areas damaged in the course of the work called for in this contract shall be considered to be the responsibility of the Contractor. The cost of restoration of areas outside of the construction limits shall be reflected in the unit prices for the work. Additional compensation shall not be made unless agreed upon in writing by the Engineer and the Contractor prior to the performance of such restoration work.

Basis of Payment: This work will be paid for at the contract **LUMP SUM** for:

TURF RESTORATION,

which shall include preparation of proper sub-grade (pulverized black dirt), fertilizing, seeding, and watering of damaged parkway or private turf areas as designated by the Engineer.

SP-13 TREE ROOT PRUNING & EXCAVATION

Description: All trees, public or private, affected by fence removal and replacement within its root protection zone, shall be root pruned prior to any excavation taking place. Root pruning shall start and proceed uninterrupted for the length of travel through the root protection zone. For locations that are heavily forested, a root prune shall occur a minimum of 6 inches either side of the fence, at a depth of 7

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

inches. Subsequent excavation of 6" of spoil, roots, and debris shall occur.

Approval by the Village Forester of the equipment to be used for root pruning, as well as the proposed path of the root pruning work, is required prior to the work being performed. The Engineer or his representative shall permit no excavation until written approval is obtained by the Contractor from the Village Forester.

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

TREE ROOT PRUNING & EXCAVATION

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

SP-14 BRUSH REMOVAL

Description: BRUSH REMOVAL, (clearing, tree removal less than 6 inches, and hedge removal) work shall consist of the removal and disposal of all obstructions encountered during the construction of this improvement. Clearing shall consist of the removal and disposal of all obstructions such as walls, foundations, buildings, accumulations of rubbish of whatever nature and all logs, shrubs, brush, hedges, grass, weeds, other vegetation and stumps of less diameter than 6 inches. Tree removal shall consist of the cutting, grubbing, removal and disposal of all trees and stumps as hereinafter defined. Hedge removal shall consist of the pulling or grubbing, removal and disposal of all hedge trees or bushes, as hereinafter defined. The extents of what is removed shall be determined by the allowable working space of the contractor to mobilize proper equipment, but shall be a minimum of 5 feet wide from inside of the property line.

All trees, stumps, shrubs and bushes designated for removal shall be removed to a depth of not less than 12 inches below the elevation of the sub-grade, the finished earth surface or the ground line. All trees and shrubs designated to be saved shall be protected during clearing and subsequent construction operations. Overhanging limbs shall be trimmed or cut off to provide a minimum vertical clearance of 10 feet from the ground. This shall be considered as clearing. In the event that the Contractor damages any tree or shrub designated to be saved, such plants shall immediately be repaired or replaced as directed by the Engineer in accordance with standard horticultural practice for such work, at the Contractor's expense. Hedge shall not be cut off at the ground level, but shall be pulled or grubbed in such a manner as to ensure complete removal. Fencing removal is paid separately, under conditions outlined in FENCE REMOVAL.

Basis of Payment: This work shall be paid for at the contract unit price per **LUMP SUM** for each location identified for:

BRUSH REMOVAL.

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

SP-15 TREE REMOVAL 6 TO 15 UNITS DIA. INCHES OR TREE REMOVAL OVER 15 UNITS DIA. INCHES

Description: Tree Removal shall consist of the cutting, grubbing, removal and disposal of all trees and stumps as hereinafter defined.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

A tree shall be defined as a woody, perennial plant having a single main stem or trunk, the diameter of which is six (6) inches or more at a point 4-1/2 feet (diameter breast height) above the highest ground level at the tree. Trees having a diameter less than six (6) inches will be considered as shrubs. A tree stump with a diameter at cut off of six (6) inches or more will be considered as a tree for purposes of measurement and removal. All trees, stumps, shrubs and bushes designated for removal shall be removed to a depth of not less than 12 inches below the elevation of the sub-grade, the finished earth surface of the ground line.

Trees to be removed as a payment item will be measured per inch of diameter. The diameter will be measured at a point 4-1/2 feet (DBH) above the highest ground level at the tree. The accumulated total inches of diameter will be the pay quantity.

Basis of Payment: Tree removal will be paid for at the contract unit prices per **UNIT** diameter for

TREE REMOVAL 6 TO 15 UNITS DIA. INCHES, or
TREE REMOVAL OVER 15 UNITS DIA. INCHES

SP-16 6' BOARD ON BOARD WOOD FENCE

Description: 6' BOARD ON BOARD WOOD FENCE shall meet the material and installation requirements as stated within Section 665 of the SSRBC and as specified herein.

The existing 6' Board on Board fence shall be removed and reinstalled as directed by the Engineer. The contractor shall utilize the existing materials but additional materials may be necessary to complete the installation. New materials shall not be paid for separately but shall be included in the cost of this pay item. All gate hardware shall meet the requirements for industrial fences. Hardware subject to movement and not vinyl-clad shall be field painted with touchup paint specifically formulated for this purpose.

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

6' BOARD ON BOARD WOOD FENCE,

which price shall be payment in full for the work as specified herein and as measured in place.

SP-17 FURNISHING AND ERECTING RIGHT-OF-WAY MARKERS

Description: FURNISHING AND ERECTING RIGHT-OF-WAY MARKER shall meet the material and installation requirements as stated within Section 666 of the SSRBC and following specifications. Identified right-of-way markers monumentation shall be placed by a licensed professional land surveyor, and shall consist of a 1" iron pipe three feet in length driven into the ground with only the remaining 2" above grade. All monumentation as directed by the engineer shall be completed prior to fence post installation.

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

FURNISHING AND ERECTING RIGHT-OF-WAY MARKERS

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

which price shall be payment in full for the work as specified herein and as measured in place.

SP-18 REMOVE CONSTRUCTION DEBRIS/SEED AND BLANKET

This item shall consist of the removal and disposal of all obstructions such as debris, construction materials, walls, foundations, buildings, accumulations of rubbish of whatever nature and all logs, shrubs, brush, hedges, grass, weeds, other vegetation and stumps of less diameter than 6 inches. Restoration shall consist of seeding and blanket of the entire area.

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

REMOVE CONSTRUCTION DEBRIS/SEED AND BLANKET,

which price shall be payment in full for the work as specified herein and as measured in place.

SP-19 EXCAVATION

Costs for all previously mentioned items requiring excavation (i.e. areas between root pruning under a fence line, new fence posts and terminal posts, etc.) shall be considered incidental towards implementation of this project. Any backfill costs shall incorporate all incidental to fence installation.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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:

Classic Fence Inc

Company Name

8-10-2016

Date

1822 Rt 30

Street Address of Company

Classicfence.mail@yahoo.com

E-mail Address

Oswego IL 60543

City, State, Zip

Tamera Podschweit

Contact Name (Print)

630551-3400

Business Phone

630 464-4176

24-Hour Telephone

630551-3412

Business Fax

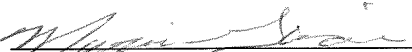


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Ignacio Ruiz

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.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

SCHEDULE OF PRICES:

BASE BID				71st Street Water Tower	Downers Drive Water Tower	Main St Water Tower	UNIT PRICE	TOTAL COST
#	ITEMS	UNIT	TOTAL QUANTITY	QUANTITY	QUANTITY	QUANTITY		
SP-6	CONSTRUCTION STAKING AND PLAT OF SURVEY	LS FT	1.0	0.3	0.4	0.3	36.00 ⁰⁰	3,600.00
SP-8	SECURITY FENCING (8')	FT	310.0		0.0	310.0	58.70	18,197.00
SP-9	SECURITY FENCING WITH SLATING (8')	FT	485.0		485.0	0.0	66.12	32,068.20
SP-10	GATE ENTRANCE (DRIVE THROUGH, 8')	EA	2.0		1.0	1.0	1,200.00	2,400.00
SP-10	GATE ENTRANCE (WALK THROUGH, 8')	EA	1.0			1.0	600.00	600.00
SP-11	FENCE REMOVAL	FT	595.0	50.0	520.0	25.0	4.00	2,380.00
SP-12	TURF RESTORATION	LS	1.0	0.3	0.4	0.3	1,000.00	1,000.00
SP-13	ROOT PRUNING & EXCAVATION	FT	735.0	200.0	500.0	35.0	25.00	18,375.00
SP-14	BRUSH REMOVAL	LS	1.0	0.1	0.9	0.0	2,000.00	2,000.00
SP-15	TREE REMOVAL 6 TO 15 UNITS DIA. INCHES	UNIT	190.0	40.0	150.0	0.0	80.00	15,200.00
SP-15	TREE REMOVAL OVER 15 UNITS DIA. INCHES	UNIT	20.0	0.0	20.0	0.0	90.00	1,800.00
SP-16	6' BOARD ON BOARD WOODEN FENCE FURNISHING AND ERECTING RIGHT-OF-WAY	L.F.	50.0	50.0	0.0	0.0	30.00	1,500.00
SP-17	MARKERS	EA	6.0	3.0	3.0	0.0	75.00	450.00
SP-18	REMOVE CONSTRUCTION DEBRIS/SEED AND BLANKET	SY	125.0		125.0		9.00	1,125.00

TOTAL BASE BID

100,695.20

ALTERNATE BID 1				71st Street Water Tower	UNIT PRICE	TOTAL COST
#	ITEMS	UNIT	TOTAL QUANTITY	QUANTITY		
SP-8	SECURITY FENCING (8')	FT	315.00	315.00	57.70	18,175.00
SP-9	SECURITY FENCING WITH SLATING (8')	FT	625.00	625.00	65.12	41,325.00
SP-10	GATE ENTRANCE (DRIVE TROUGH GATE, 8')	EA	1.00	1.00	1,200.00	1,200.00

TOTAL ALTERNATE BID 1

60,700.00

ALTERNATE BID 2				71st Street Water Tower	UNIT PRICE	TOTAL COST
#	ITEMS	UNIT	TOTAL QUANTITY	QUANTITY		
SP-8	SECURITY FENCING (6')	FT	315.0	315.0	41.81	13,170.15
SP-9	SECURITY FENCING WITH SLATING (6')	FT	625.0	625.0	49.92	31,200.00
SP-10	GATE ENTRANCE (SWING GATE, 8')	EA	1.0	1.0	1,200.00	1,200.00

TOTAL ALTERNATE BID 2

45,570.15

TOTAL BID 1 = TOTAL BASE BID + TOTAL ALTERNATE BID 1

161,395.20

TOTAL BID 2 = TOTAL BASE BID + TOTAL ALTERNATE BID 2

146,265.35

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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:

Classic Fence Inc

Company Name

8-10-2016

Date

1822 Rt 30

Street Address of Company

classic.fence.mail@yahoo.com

E-mail Address

Oswego IL 60843

City, State, Zip

Tamera Padschwert

Contact Name (Print)

630 551-3400

Business Phone

630-464-4176

24-Hour Telephone

630 551-3412

Business Fax

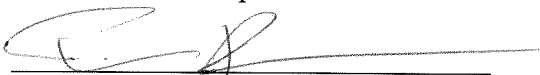


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Ignacio Ruiz 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.

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Water Tower Security, Bidder Classic Fence Inc
 (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 – Water Tower Security Fencing Improvements (WP-008-16)

BIDDER'S CERTIFICATION (page 2 of 3)

BY: Ignacio Ruiz President
Bidder's Authorized Agent

20-3303771

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 23 day of August, 2016.
[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 Classic Fence, Inc., and the full names of its Officers are as follows:

President: Ignacio Ruiz

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 – Water Tower Security Fencing Improvements (WP-008-16)

BIDDER’S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

INSURER’S NAME: Kamm Insurance Group

AGENT: Pete

Street Address: 7 N 024 Medinah Rd

City, State, Zip Code: Medinah IL 60157

Telephone Number: 630-980-2419

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: Classic Force Inc

Print Name and Title of Authorizing Signature: Tamera Podschweit

Signature: [Handwritten Signature]

Date: 8-23-2016

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

See Attached

MUNICIPAL REFERENCE LIST

Municipality: Fox Valley Park District
 Address: 101 W Illinois Ave
 Contact Name: Greg Stevens Phone #: 630-897-0516
 Name of Project: Austin Park
 Contract Value: \$15,000¹⁰ Date of Completion: on going

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: _____

Classic Fence Inc.
 1822 Route 30 Oswego IL 60543
 (630) 551-3400 (630) 551-3412
 Classicfencemail@yahoo.com

Project Name	Owner	Contract amount	Date of Completion
Bloomington Park District Fence remove and Replace Sunnyside Park Tennis Court	Bloomington Park District 172 So Circle Ave Bloomington IL 60108 Joe Potts 630-529-7233 Joe@bloomingtonparks.org	\$20,435.00	12/2013
City of Darien fence replacement 1,200' of 6' high Treated shadow box 4x4 posts 2 dumpster enclosures	City of Darien 1702 Plainfield Road Darien IL 60561 Dan Gombac 630-852-5000 fax 630-852- 4709	\$37,820.00	09/2013
O Donnell Park Ball field fencing Removal of old ball field fencing and replace	Fox Valley Park District 101 west Illinois Ave Aurora IL 60506 Ray Nugent 630-742-8021 Rnugent @FVPD.net	\$41,747.00	05/2013
Karban Park Dog Park Fence 457' of 6' high Ameristar Wireworks fence with card reader and panic bar on the gate	Berwyn Park District 3701 So. Scoville Berwyn IL 60402 Jeff Janda (708) 788-1701 Fax (708) 788-1345 jjanda@berwynparks.org	\$26,700.00	02/2013
Ball Field Fencing Material and Labor for 2 Back stops and fencing	Wheeling Park District 333 W Dundee Road Wheeling IL 60090 Matt Wehby (847)465-2937 Fax (847) 537-3481 Mwehby@wheelingparkdistrict.com	\$35,890.00	12/2012
Joliet Impound Lot Sheriff Laraway Replacing and reusing Chain link fence material. 380' of temporary fence.	Will county Sherriff DJ Moore (815) 727-4830 Fax (815) 774-6267 dmoore@willcosherriff.org	\$11,518.00	11/2012
2012 Osage Fencing Project 12-08 Repairs and Installation of Backstops	Palatine Park District 148 West Illinois Ave Palatine IL 60067 Ed Tynczul (847)705-5140 Fax (847) 358-4242	\$33,410.25	11/2012
Fink Park Tennis Court and back stop 1377 Deer creek parkway Highland park 1,468' of tennis courts 10' high and backstop	Highland Park District 636 Ridge road Highland Park IL 60035 Mike Evans (847) 579-4085 mevans@pdhp.org	\$75,300.00	09/2012
Blackberry Farm Fence Improvements 300' of board on batten fence and 200' split rail fence	Fox Valley Park District 101 W. Illinois Avenue Aurora IL 60506 Greg Stevens (630)-966-4525 fax (630) 897-6896 gstevens@fvdp.net	\$12,076.00	09/2012
Manhattan Park District 1,064' of chain link and Back stop and Tennis court	Manhattan Park District 397 State Street Manhattan IL 60442 Bob Gainous (815) 530-4243	\$52,049.60	2011 to 2012

<p style="text-align: center;">Classic Fence Inc. 1822 Route 30 Oswego IL 60543 (630) 551-3400 (630) 551-3412 Classic fencemail@yahoo.com</p>			
Project Name	Owner	Contract amount	Date of Completion
Water Security enhancements 8' high security fencing At various water facilities Downers Grove IL	Village of Downers Grove Tom Topor Project Engineer (630) 434-5460 Fax (630) 434-5495 ttopor@downers.us	\$139,073.00	12/09/10
High Meadows Subdivision Parameter fence composite Naperville IL 60564	High Meadows HOA Jane Barnabo (630) 305-3264	\$331,000.00	09/01/2009 Very happy with projects
Naperville Park District 320 W Jackson st Naperville IL 60563	Naperville Park District Office of Planning and development (630) 848-5013 asanchez@napervilleparks.org	Several large and small projects	Ongoing work many projects long term customer
School District 129 220 Alder Drive North Aurora IL 60542	School District 129 Lee Jackson (630) 301-5629	Several large and small projects	Ongoing work many projects long term customer
Security Fencing Various Water Production Facilities 44 East Downer Place Aurora IL 60507	Eric Shoeny (630) 892-8098	\$148,422.29	1/19/2006
Security Fence Spring brook 3712 Plainfield/Naperville road Naperville IL 60566	City of Naperville Dave (630) 514-8283	\$227,300.00	2005 Also long term customer
Ball field renovation and back stops Fox Valley Park District 101 W Illinois Ave Aurora IL 60506	Fox Valley Park District (630) 897-0516 fax (630) 897-6896 Chris Kuehn (630) 907-9600 Fax (630) 907-9661	\$8,193.00 + Other work as well over the years	2009 Also Long term customers

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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) Professional Land Surveying Type of Work Survey

Addr: 3080 Ogden Ave City Lisle State IL Zip 60532

2) Ideal Landscaping Type of Work Tree removal, root pruning

Addr: 29 Castville St City Aurora State IL Zip 60563

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

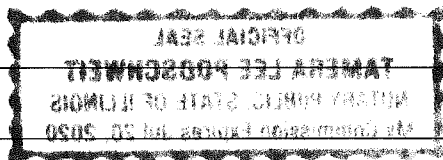
Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____



Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: Tamera Podschweit

Construction Supervisor: Ignacia Ruiz

Team Member: Jorge Ruiz

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: Ignacio Ruiz 1822 R+30

of Contractor Oswego IL 60543

or Vendor Classic Fence, Inc

Subscribed and sworn to before me this 23 day of August, 2016

Tamera Podschweit
Authorized Signature



Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)



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: Classic Fence, Inc
ADDRESS: 1822 Rt 30
CITY: Oswego
STATE: IL
ZIP: 60543
PHONE: 630-551-3400 FAX: 630-551-3412
TAX ID #(TIN): 20-330-3771

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature] DATE: 8-10-2018

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

Apprenticeship and Training Certification

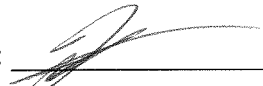
(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: Classic Fence Inc

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

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: Ignacio Ruiz President

Signature: 

Date: 8-23-2016

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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).

<i>Certificate of Compliance</i>

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 _____

<i>Certificate of Non-Compliance</i>

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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: Classic Fence, Inc

Address: 1822 Rt 30

City: Oswego Zip Code: 60543

Telephone: (630) 551-3400 Fax Number: (630) 551-3412

E-mail Address: classicfence.mail@yahoo.com

Authorized Company Signature: [Signature]

Print Signature Name: Tamara Bdsch Title of Official: Manager

Date: 8-10-2016

Village of Downers Grove – Water Tower Security Fencing Improvements (WP-008-16)

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

Tamera Pockshweit
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 – Water Tower Security Fencing Improvements (WP-008-16)

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. 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.

2016-2020 Capital Project Sheet

Project # **WP-008**

Project Description Water System Security Enhancements

Project summary, justification and alignment to Strategic Plan

The Village's water system vulnerability assessment suggested several physical improvements to the water system to reduce risk. One of the physical improvements is the installation of security fencing around the Village's water utility sites. Sites still requiring security fence include the Main St. and 71st St. water towers, as well as rate control stations on Lemont Rd. and 75th St. The existing security fence at the Downers Dr. water tower needs replacement.

Cost Summary	New Maintenance Replacement			FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Future Years	TOTAL
Professional Services										-
Land Acquisition										-
Infrastructure										-
Building										-
Machinery/Equipment										-
Other/Miscellaneous	X			250,000						250,000
TOTAL COST				250,000	-	-	-	-	-	250,000

Funding Source(s)		FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Future Yrs	TOTAL
481-Water Fund	▼	250,000						250,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		250,000	-	-	-	-	-	250,000

Project status and completed work

Security fence was installed at several water sites in 2010 including the Finley Rd., Highland Ave. and Maple Ave. water towers as well as several rate stations. It is anticipated that the remainder of this work will occur in 2016.

Grants (funded or applied for) related to the project

Impact-annual operating expenses	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Planned improvements will not significantly affect future operating expenses.

Map/Pictures of Project



Priority Score C

Project Manager:

Stan Balicki

Program: 394

Department:

Public Works