

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/7/2017

| SUBJECT: | SUBMITTED BY: |
|---|--|
| Contract Extension for 2017 Concrete Sidewalk Removal and Replacement | Nan Newlon Director of Public Works |

SYNOPSIS

A resolution has been prepared to authorize the extension of an existing contract for the 2017 Concrete Sidewalk Removal and Replacement project (S-006) with Globe Construction, Inc. of Addison, Illinois in the amount of \$130,000.

STRATEGIC PLAN ALIGNMENT

The goals for 2015 to 2017 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY17 budget includes \$135,000 in the Capital Projects Fund (Page 4-29, Line 20), for this sidewalk maintenance program.

RECOMMENDATION

Approval on the March 7, 2017 consent agenda.

BACKGROUND

The Village's annual sidewalk maintenance program includes the removal and replacement of deteriorated sidewalks and curbs, and the upgrade of existing sidewalk ramps to comply with ADA standards. This work is performed when there is significant cracking, spalling or differences in elevation that cannot be addressed with saw-cutting. Planned work also includes replacement of sidewalks through the Downers Grove Cemetery.

This contract was bid in 2016 and Globe Construction agreed to a 0% price increase for 2017. They satisfactorily performed this work for the Village in 2010, 2014, 2015, and 2016, as well as similar scope projects for Naperville, Glen Ellyn, and other surrounding communities. Staff is recommending a contract extension to Globe Construction, Inc. in lieu of advertising a new call for bids.

ATTACHMENTS

Resolution
Contract
Contract Extension
Contractor Evaluation

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN EXTENSION
TO THE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
GLOBE CONSTRUCTION, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Extension (the "Agreement"), between the Village of Downers Grove (the "Village") and Globe Construction Inc. (the "Contractor"), for sidewalk removal and replacement services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

GLOBE

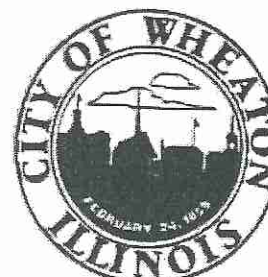
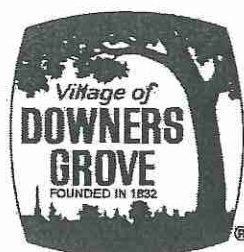
CALL FOR BIDS

BID DOCUMENTS AND SPECIFICATIONS

2016 CONCRETE FLATWORK

FOR THE MUNICIPALITIES OF:

BURR RIDGE, DOWNERS GROVE, ROSELLE,
VILLA PARK, WEST CHICAGO & WHEATON



VILLAGE OF DOWNERS GROVE

PUBLIC WORKS

5101 Walnut Avenue

Downers Grove, IL 60515

(630) 434-5487

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received at the Downers Grove Public Works, 5101 Walnuts Avenue, Downers Grove, until 10:00 a.m. local time on April 6, 2016, and then at said office publicly opened and read aloud for the following:

2016 CONCRETE FLATWORK FOR THE MUNICIPALITIES OF:

**BURR RIDGE, DOWNERS GROVE, ROSELLE,
WEST CHICAGO, VILLA PARK AND WHEATON**

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON MARCH 30, 2016 AT 10:00 AM AT THE DOWNERS GROVE PUBLIC WORKS, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515.

Scope of work includes, but is not limited to: PCC Sidewalk removal and replacement, Combination Concrete Curb and Gutter removal and replacement, PCC Driveway removal and replacement, along with all associated and incidental work, including but not limited to, restoration, hauling, and traffic control, to be performed throughout the Municipalities.

Plans, specifications and bid forms may be obtained at **DOWNERS GROVE PUBLIC WORKS, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515.**

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

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

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

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

The Cities/Villages of Burr Ridge, Downers Grove, Roselle, West Chicago, Villa Park, and Wheaton each individually reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities, including the right to not award the contract. The quantities indicated in the specifications are based upon the best information available at the time of bidding; the constructed quantities may deviate from those indicated in the bid document.

Dated: March 23, 2016

SCHEDULE OF PRICES

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

SUBMISSION INFORMATION:

BID OPENING DATE: April 6, 2016
TIME: 10:00 A.M. Local
LOCATION: Public Works

INVITATION TO BID CONTRACTOR INFORMATION

Company Name:

Address:

City, State, Zip Code:

Hlobe Construction
1781 W. Armitage Ct
Addicks, IL 60101

2016 CONCRETE FLATWORK

per the specifications identified herein

| # | ITEM | UNIT | QNTY | UNIT PRICE | TOTAL PRICE |
|----------------|--|---------|---------|------------|-------------|
| 1 | ARROW BOARD | CAL DAY | 2.0 | 50.00 | 100 |
| 2 | P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6") | SY | 180.0 | 48.00 | 8640 |
| 3 | P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (4") | SF | 48000.0 | 5.09 | 244320 |
| 4 | P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5" - 6") | SF | 41150.0 | 5.84 | 240316 |
| 5 | P.C.C. SIDEWALK, 5", REMOVAL AND REPLACEMENT (COLORED) | SF | 600.0 | 9.65 | 5790 |
| 6 | COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) | FOOT | 1170.0 | 14.85 | 17374.50 |
| 7 | COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24) | FOOT | 0.0 | 25.00 | 0 |
| 8 | REINFORCEMENT BARS, EPOXY COATED - TWO CONTINUOUS NO. 5 | FOOT | 100.0 | 2.00 | 200 |
| 9 | DETECTABLE WARNINGS | SF | 1110.0 | 14.75 | 16372.50 |
| 10 | AGGREGATE BASE COURSE, TYPE B, 4-INCH | SY | 530.0 | 1.75 | 927.50 |
| 11 | AGGREGATE BASE COURSE, TYPE B, 2-INCH | SY | 230.0 | 1.50 | 345 |
| 12 | TREE ROOT PRUNING | EACH | 50.0 | 3.00 | 150 |
| 13 | VV, MH, INLET, CB TO BE ADJUSTED | EACH | 8.0 | 100 | 800 |
| 14 | HIGH-EARLY-STRENGTH PCC ADJUSTMENT | CY | 20.0 | 5.00 | 100 |
| TOTAL BASE BID | | | | 535,435.50 | |

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

Bids will only be returned once all the communities have received payment and performance bonds.

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

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

E-mail _____

GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Burr Ridge (BURR RIDGE), the Village of Downers Grove (DOWNERS GROVE), the Village of Roselle (ROSELLE), the City of West Chicago (WEST CHICAGO), the Village of Villa Park (VILLA PARK), and the City of Wheaton (WHEATON), (collectively, the "Municipalities") to jointly bid concrete flatwork services and award these services to a single contractor ("Contractor").

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

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

2. PRE-BID CONFERENCE

A NON-MANDATORY PRE-BID CONFERENCE will be held on March 30th at 10:00 a.m. at the DOWNERS GROVE PUBLIC WORKS, 5101 WALNUT AVENUE, DOWNERS GROVE, IL 60515.

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

3. BID PRICE

Please submit pricing for the base bid items and supplemental unit prices. The Municipalities reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the municipality. The statement of quantities is based upon the best information available at the time of bidding, and the actual units constructed may deviate from those listed in the statement of quantities. This contract does not include a pay item for Mobilization, as it may be necessary to mobilize separately for the work in each municipality. The contractor should contemplate this scenario in the unit prices for the items listed in the Statement of Quantities. No additional compensation will be provided for mobilization.

4. SECURITY GUARANTEE

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

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

5. VOLUME/ESTIMATED QUANTITY

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

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities. Payment will be rendered based upon the awarded unit cost times the units installed. No additional compensation will be provided for variation from the estimated units listed in the Statement of Quantities.

6. AWARD

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

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

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

7. TERM

The term of this contract shall be one (1) year from the date of first award, with two optional one (1) year renewals at the contract unit prices established as part of the initial term. At the end of the first-year term, and again at the end of the second-year term, the term of the contract may be extended upon mutual written consent by the Municipality and the Contractor within ninety (90) days following the expiration of the current term. The Contractor's pricing will not increase under the optional renewals allowed by this Call for Bids. For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a Municipality to appropriate funds in future contract years.

8. CONTRACT BONDS

The successful Contractor shall furnish, separately to each awarding municipality, within ten (10) calendar days after being notified of the acceptance of bid:

8.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality as security for the faithful performance of the municipality's contract; and

8.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality.

8.3 Documents required by this section must be received and approved by the municipality before a written contract will be issued.

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

9. MODIFICATIONS

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

10. CONTACT WITH MUNICIPAL PERSONNEL

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

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

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

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

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

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

12. DOCUMENTS OBTAINED FROM OTHER SOURCES

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

13. PREVAILING WAGE

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Municipality or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting

systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Municipality will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

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

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

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

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

Since this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Municipality no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE MUNICIPALITY.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Municipality reserves the right to check the pay stubs of the workers on the job. The Municipality further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

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

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

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

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

17. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

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

18. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

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

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

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

19. AFFIDAVITS

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

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

20. SUBCONTRACTORS

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

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

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

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

Failure to identify subcontractors could result in disqualification.

21. SILENCE OF SPECIFICATIONS

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

22. UNBALANCED BIDS

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

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

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities, the Municipalities reserve the right to reject such bid at their discretion.

23. OMISSIONS/HIDDEN CONDITIONS

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

24. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Tomasz Topor, P.E., Downers Grove, Staff Engineer II, ttopor@downers.us. Questions must be submitted **no later than 4:00 PM. on March 31, 2016.**

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

25. CAMPAIGN DISCLOSURE (DOWNERS GROVE ONLY)

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 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.
- 25.3 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.
- 25.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. TOXIC SUBSTANCES DISCLOSURES

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

27. RESPONSIVE BID

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

28. JOINT PURCHASING/PURCHASING EXTENSION

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

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall

be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

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

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

29. INSURANCE

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

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

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

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

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

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

Each Occurrence Limit \$ 1,000,000

29.5 Umbrella Coverage: \$ 2,000,000.

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

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

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

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

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

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

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

30. HOLD HARMLESS

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

31. CHANGE IN STATUS

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

32. CHANGE ORDERS

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

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

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

32.3 Each written Request for a Change Order must be accompanied by written suggestions where costs

can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

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

33. INVOICES, PAYMENTS, AND QUANTITIES

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

Invoices shall be delivered to:

Village of Burr Ridge
David Preissig, P.E.
Director of Public Works
451 Commerce Street
Burr Ridge, IL 60527

Village of Downers Grove
Tomasz Topor, P.E.
Staff Engineer II
5101 Walnut Ave
Downers Grove, IL 60515

Village of Roselle
Jorge Jorda
Civil Engineer
474 Congress Circle N
Roselle, IL 60172

City of West Chicago
Rob Flatter, P.E.
Director of Public Works
475 Main Street
West Chicago, IL 60185

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

City of Wheaton
Mike Wakefield
Street Superintendant
PO Box 727
Wheaton, IL 60187

34. PARTIAL PAYMENTS AND RETAINAGE

Delete paragraph 1 under Section 109.07 subsection (a) and replace with the following: The Engineer shall submit a partial payment estimate not more than once each month. Payment is predicated on approval of the Contractor's affidavit and partial waiver(s) of lien. Subsequent pay estimates will not be processed until partial waivers have been received and approved for all previous pay estimates. Retainage will not be deposited under any trust agreement.

35. ACCEPTANCE AND FINAL PAYMENT

Add the following to the end of Section 109.08: As a condition of final payment, all final waivers from any and all subcontractors and suppliers (including copies of final waivers previously submitted for prior partial payments), must accompany the Final Waiver and release of payment to the Contractor. Notwithstanding the foregoing, any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance bond and payment and material bonds.

36. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: 1) The Village of Downers Grove Call for Bids, 2) General Terms & Specifications, and 3) the Contractor's Bid Response.

37. JURISDICTION, VENUE, CHOICE OF LAW

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

38. NON-ENFORCEMENT BY THE MUNICIPALITIES

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

39. INDEPENDENT CONTRACTOR

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

40. TERMINATION

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

41. VILLAGE CONTRACTOR'S LICENSE

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

40. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Municipality or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;

- ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
- iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

41. GUARANTEE

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

42. COOPERATION WITH FOIA COMPLIANCE

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Village, copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk's Office NO LATER THAN five (5) working days after the date of the Village's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Village.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

MUNICIPALITIES - STATE OF ILLINOIS

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

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

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

specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

- 4.1 The Municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
- 4.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the Municipality by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."
- 6.0. **DRUG FREE WORK PLACE**
 - 6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
 - 6.1.1 Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 6.1.2 Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.

- 6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

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

The current Prevailing Wages Rates for Cook and DuPage Counties can be found at:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

7.0 **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

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

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

8.0 **PATRIOT ACT COMPLIANCE**

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

TECHNICAL TERMS AND CONDITIONS

1. SCOPE OF WORK

The Village of Downers Grove requests bids for concrete flatwork, to be performed throughout the Village of Burr Ridge (BURR RIDGE), the Village of Downers Grove (DOWNERS GROVE), the Village of Roselle (ROSELLE), the City of West Chicago (WEST CHICAGO), the Village of Villa Park (VILLA PARK), and the City of Wheaton (WHEATON), (collectively, the "Municipalities"). The successful bidder ("Contractor") will provide services that comply with the following:

- a. Specifications in the attached Appendix B
- b. The Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" (Adopted January 1, 2012) and Supplemental Specifications and Recruiting Special Provisions (Adopted January 1, 2015), as amended by the attached Appendix B
- c. Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG) and the Illinois Accessibility Code (IAC)

2. PROJECT DELIVERABLES / QUANTITIES

The Contractor shall provide all work specified herein, at various locations throughout the Municipalities per the specifications contained herein. The table in Appendix C provides estimates for locations and quantities for services/goods to be provided.

The quantities indicated are estimated quantities. The actual quantities ordered by the Municipalities may be fewer or greater than those listed depending on the conditions of the Municipalities' roadways and walks during a particular year.

Each Municipality reserves the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Municipality. Payment will be rendered based upon the awarded unit cost times the units installed. No additional compensation will be provided for variation from the estimated units listed in the Statement of Quantities.

FOR A BREAKDOWN OF QUANTITIES BY MUNICIPALITY, SEE ATTACHED APPENDIX C.

3. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY

Each Municipality will supply a list of the locations within its territory for which the Contractor will provide services, prior to the commencement of construction. Each list will show the estimated quantity for each location. The municipality may, at its own discretion, also provide the Contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide services.

4. SCHEDULING OF WORK AND COMPLETION DATES

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

Work in each Municipality shall begin in spring/summer 2016, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide services for the Municipalities per the schedule that each Municipality coordinates with the Contractor.

The Contractor will begin services for the Municipalities in spring/summer of each year, and will complete these services by September 30 of the year. The completion date may be extended for a municipality upon mutual written consent by the municipality and the Contractor. In Downers Grove, all work must be completed between June 10th, 2016 and August 19th, 2016. In Wheaton, all work must be completed before August 17th, 2016.

Substantial completion is defined as the completion of all items of work as specified within these

documents, less punch list items. This work is to be substantially completed within 30 calendar days after the notice to proceed has been issued. Punch list items including Final Inspection per Section 105.13 are to be completed within 14 calendar days of substantial completion. In the event the Contractor does not complete the work in the time allotted by the Contract, liquidated damages will accrue per Section 108.09.

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

The Contractor shall coordinate directly with Public Works Director (or his/her designee) for each Municipality to schedule the work.

The Contractor shall notify each Municipality no less than 72 hours prior to the start of any construction. The Contractor shall also notify the Illinois Department of Transportation, the DuPage County Highway Department or any other affected agency prior to the start of any work within their respective rights-of-way.

The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway impacts shall not exceed seven (7) calendar days unless agreed to by the property owner and the Public Works Director (or his/her designee). High early strength concrete may be used to meet this requirement, at the contractor's expense. The Director of Public Works may require that work across a driveway be performed in two separate pours in order to provide continual driveway access over ½ of the driveway at all times. No additional compensation will be provided for this activity.

5. CONTRACTOR'S PERSONNEL

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

6. LANE/ROADWAYS CLOSURES

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

7. DELIVERY OF SERVICES/GOODS

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

8. TERM

The term of this contract shall be one (1) year from the date of first award with two optional one (1) year renewals.

9. CONTRACTOR SUBMITTALS

9.1 Prior to beginning work, the Contractor shall furnish to each Municipality the necessary certifications

that all materials to be used meet the specification of Division 1000, MATERIALS per the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" (Adopted January 1, 2012) and "Supplemental Specifications and Recurring Special Provisions" (Adopted January 1, 2015), hereinafter referred to as the "Standard Specifications".

9.2 Prior to beginning work, the Contractor shall provide a list of contacts including the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24-hours a day, 7 days a week.

9.3 Following the award of construction contract and prior to starting work, the Contractor shall furnish to each Municipality a construction progress schedule or critical path schedule satisfactory to the Public Works Director (or his/her designee) which shall show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified in Section 4 of these Technical Terms and Conditions.

10. MATERIAL TESTING

QC Testing is not required for materials used associated with this project. The Municipalities may contract with a separate materials testing firm to perform materials testing if it is in the best interest of the Municipality. If testing performed by the Municipality results in unsatisfactory results, the Contractor shall take corrective action to ensure the materials meet the Specifications. The corrective action must be approved by the Public Works Director (or his/her designee). The Municipality, at its own discretion, may require unsatisfactory material to be removed and replaced at no additional cost to the Municipality.

11. RESIDENT AND BUSINESS NOTIFICATION

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

Residents and businesses shall be notified in writing 48 hours in advance of any work adjacent to their driveway that will prohibit access. The notification form shall include an alternate date in case of rain and/or other cancellations and must include Contractor's contact person(s) and phone number for additional information. In addition, contractor shall notify resident or business owner verbally on the day of any driveway closure.

The Contractor is responsible for all advance notice to residents, including "no parking signs" (if applicable) and this item is incidental to the cost of the overall contract work.

12. PERMITS

For any State or County Highway Permits or other required Local Permits, the Contractor shall execute all necessary permit forms, provide and pay for any fee and bond requirements, and execute and comply with all insurance and performance guarantee requirements as incidental to the Contract.

CONTRACTOR REFERENCES

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

Municipality: _____
 Address: _____
 City, State, Zip Code: _____
 Contact Person/ _____
 Telephone Number: _____
 Dates of Service/Award _____
 Amount: _____

Municipality: _____
 Address: _____
 City, State, Zip Code: _____
 Contact Person/Telephone _____
 Number: _____
 Dates of Service/Award _____
 Amount: _____

Agency: _____
 Address: _____
 City, State, Zip Code: _____
 Contact Person/ _____
 Telephone Number: _____
 Dates of Service/Award _____
 Amount: _____

Agency: _____
 Address: _____
 City, State, Zip Code: _____
 Contact Person/ _____
 Telephone Number: _____
 Dates of Service/Award _____
 Amount: _____

Agency: _____
 Address: _____
 City, State, Zip Code: _____
 Contact Person/ _____
 Telephone Number: _____
 Dates of Service/Award _____
 Amount: _____

Agency: _____
 Address: _____
 City, State, Zip Code: _____
 Contact Person/ _____
 Telephone Number: _____
 Dates of Service/Award _____
 Amount: _____

See attached



Globe Construction Inc

1781 Armitage Court

Addison, Illinois 60101

Phone: (630) 620-0313

Fax: (630) 620-0205

Email: globeconstructioninc@gmail.com

WORK HISTORY REFERENCES

4/6/16 ph

Village of Romeoville

1050 W Romeo Rd
Romeoville, IL 60446

Contact: Mike Braasch
Streets Superintendent
Ph: 815-886-1870

Completed: Nov 2015
Amount: \$596,000

2015 Concrete Repair Program

****Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete Work

City of Rolling Meadows

3900 Berdnick St
Rolling Meadows, IL 60008

Contact: Bill Suchecki
Public Works Dept
Ph: 847-963-0500

Completed: Oct 2015
Amount: \$184,000

2015 Curb & Sidewalk Program

****Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete Work

Village of Bolingbrook

375 W Briarcliff Rd
Bolingbrook, IL 60440

Contact: Ivan Straka
Public Works Dept
Ph: 630-347-1539

Completed: Sept 2015
Amount: \$247,000

2015-2016 Sidewalk Program

****Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete

Village of Villa Park

20 S Ardmore Ave.
Villa Park, IL 60181

Contact: Kevin Mantels
Public Works - Engineering Dept
Ph: 630-834-8505

Completed: Oct 2015
Amount: \$ 72,000

2015 Sidewalk Improvement Program

****Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete

Village of Downers Grove

5101 Walnut Ave
Downers Grove, IL 60515

Contact: Tom Topor
Public Works - Staff Engineer II
Ph: 630-434-5487

Completed: Oct 2015
Amount: \$152,000

2015 Sidewalk Improvement Program

****Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

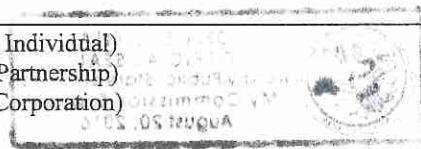
- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted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

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

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

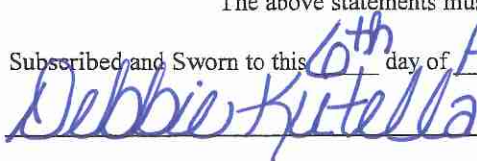


(Signature of Bidder if the Bidder is an Individual)
 (Signature of Partner if the Bidder is a Partnership)
 * (Signature of Officer if the Bidder is a Corporation)

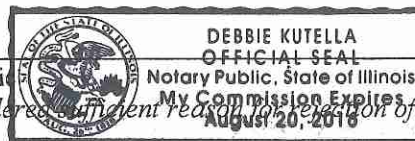


The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 6th day of April, 2016



Notary Public



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

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Peter Martine, being first duly sworn,
 deposes and says that he is President
 (Partner, Officer, Owner, Etc.)
 of Globe Construction,
 (Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Signature]

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

The above statements must be subscribed and sworn to before a notary public.
 Subscribed and Sworn to this 20th day of April, 2016

Debbie Kutella

Notary Public



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



CONFLICT OF INTEREST

Globe Construction, hereby certifies that

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

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

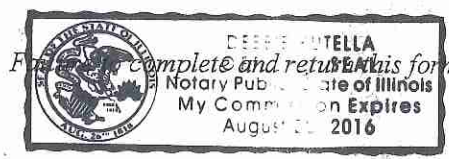
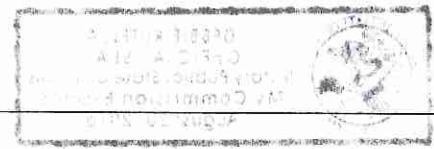


(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
*(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 6th day of April, 2016

Debbie Kutella

Notary Public



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

TAX COMPLIANCE AFFIDAVIT

Peter Martire, being first duly sworn, deposes and says that (s)he is
President of Globe Construction
 (Partner, Officer, Owner, Etc.) (Contractor)

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

[Signature]

(Signature of Bidder if the Bidder is an Individual)

(Signature of Partner if the Bidder is a Partnership)

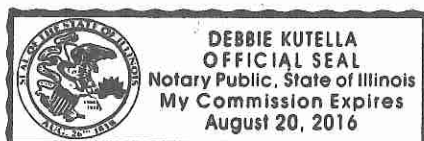
☒ (Signature of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 6th day of April, 2016

Debbie Kutella

Notary Public



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



SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

.....

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

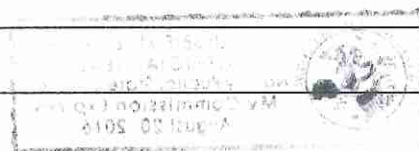
Services provided by Sub-Contractor: _____

.....

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____



PARTICIPATION AFFIDAVIT

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

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

[Signature]

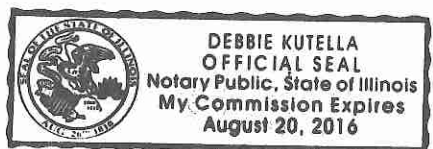
(Signature of Bidder if the Bidder is an Individual)
 (Signature of Partner if the Bidder is a Partnership)
 * (Signature of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 6th day of April, 2016

Debbie Kutella

Notary Public



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

Due: April 6, 2016 – 10:00 AM

APPENDIX A

AGREEMENT ACCEPTANCE

2016 CONCRETE FLATWORK

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **Village of Downers Grove** ("Owner") this _____ day of _____, **20**__.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore, which shall not exceed **\$130,000.00**, and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid . Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By:

Title:

APPENDIX B

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The Contractor shall complete the work in accordance with the Standard Specifications (as supplemented by the following technical specifications), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the work. Where there is a conflict between these Technical Specifications, the Standard Specifications and other applicable requirements, relative to the performance of work, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

The Contractor shall prune vegetation that interferes with construction (e.g. tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications, and in accordance with the codes and policies of each municipality. Cost of pruning is incidental to the contract. The Contractor shall not remove or prune existing trees without prior approval of the Public Works Director (or his/her designee).

Relative to basis of payment, Appendix B takes precedence over the Standard Specifications for Road and Bridge Construction. If not specifically addressed in Appendix B, work shall be performed and payment shall be rendered according to the Standard Specifications for Road and Bridge Construction, most recent edition.

PROTECTION OF WORK

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the 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. Driveways shall be kept barricaded for a minimum of four (4) days after placement of concrete. The curing time may be reduced if High Early Strength PCC is used.

REMOVAL AND HAULING OF DEBRIS

All material excavated during the progress of the work shall be immediately loaded, hauled away, and legally disposed of, and shall not be stored in the street or parkway area.

STORAGE OF MATERIALS AND EQUIPMENT

At no time shall the CONTRACTOR store materials and equipment in private or public right-of-ways. Parking or storing construction vehicles and equipment overnight is strictly prohibited including, but not limited to, box trucks, dump trucks, pavers, trailers, etc., without permission of the Engineer.

RESTORATION

Restoration of areas adjacent to the proposed improvements, not identified for additional work, shall be incidental to all Pay Items. Restoration includes all the landscape, driveway, sidewalk, brick pavers, signage removal and replacement, or pavement restoration within 2 feet of improved areas, unless otherwise determined by the Municipality. Any damage due to negligence of the Contractor or deemed unnecessary by the Municipality will be restored at no additional cost to the Municipality. Restoration must be completed to the satisfaction of the Public Works Director (or his/her designee). The Public Works Director (or his/her designee) may request restoration not satisfactorily completed to be removed and replaced at no additional cost to the Municipality.

All restored areas shall be saw-cut to provide a neat vertical face between the existing surface and the work performed.

Concrete restoration shall meet the Specifications as listed herein.

Asphalt surface restoration shall consist of new HMA pavement to match the existing pavement thickness or 4-inches minimum, whichever is greater.

Any signs that need to temporarily be removed/replaced and/or relocated shall be done by the contractor.

Landscape restoration shall consist of 4-inches of clean, pulverized topsoil, seed, and blanket. Topsoil shall be clear of clods and clumps, and shall be able to be raked to a uniform grade with a landscaping rake.

Any brick pavers disturbed during work operations shall be removed and replaced. This includes brick driveways adjacent to concrete sidewalks to be removed and replaced, brick paver ribbons adjacent to existing driveways, or other instances where brick pavers are present. No brick driveways shall be removed without prior written approval from the Municipality. The Contractor is required to take care while working adjacent to brick pavers to minimize any damage to the existing brick pavers.

The Contractor shall make record of the existing layout and pattern prior to the removal of the existing brick pavers to ensure that the replaced pavers can be replaced to match the existing layout and pattern prior to construction. All bricks shall be carefully salvaged and placed near the driveway from which they were taken. Any bricks damaged by the Contractor shall be replaced at the Contractor's expense with paving bricks that match the color and shape of the brick paving units of the existing driveway pavement. The Municipality shall be the sole determiner of like kind.

Brick pavers shall be installed on a minimum of 8-inches (installed in 2 lifts) of Aggregate Base Course according to ASTM D 2940. This work shall also include installing edge restraints, spreading, compacting and leveling (with a screed) 1-inch of bedding sand, installing the bricks, filling and brushing the joints with fine sand, and compacting the brick pavers with a vibrating plate compactor. The layout and pattern shall match that of the existing driveway apron. Salvaged bricks from the brick driveway pavement removal shall be used to reinstall the brick driveway; however any necessary replacement or additional bricks shall match the color and shape of the brick paving units of the existing driveway pavement. New paving brick shall meet the requirements for ASTM C902, "Standard Specification for Pedestrian and Light Traffic Paving Brick".

Edge restraints shall match the existing edge restraints in type and dimensions. If the existing edge restraints encountered on this job are concrete, the edge restraints shall be cast-in-place to existing dimensions and properly cured before replacing the brick driveway. If the existing edge restraint cannot be salvaged, the same type and size of the existing edge restraint shall be utilized wherever possible. If the same edge restraint cannot be obtained, the edge restraint shall be Valleyview T-Shaped edging.

CONCRETE CURING

As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 and Section 1020.13 of the Standard Specifications shall be applied to all finished concrete surfaces. The membrane curing compound shall be white pigmented, no clear curing compound will be allowed. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

MOBILIZATION

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein. This contract does not include a pay item for Mobilization, as it will be necessary to mobilize separately, for the work in each municipality. The contractor should contemplate this scenario in the unit prices for the items listed in the Statement of Quantities. No additional compensation will be provided for mobilization. Each municipality will require one mobilization. Once mobilized, work shall proceed in a continuous manner and be completed without any interruptions.

Basis of Payment: Mobilization will not be paid for separately, but will be included in the items for which this work applies.

INTERMITTENT WORK

The Contractor shall be prepared to perform all work as intermittent items, at many different locations in each municipality. The intent of this contract is to perform a variety of sidewalk and curb repair in each municipality, therefore the Contractor shall be prepared to relocate equipment and perform work at many sites. No additional compensation will be provided for intermittent work, but said work shall be included in the cost of the items for which the work applies.

TRAFFIC CONTROL AND PROTECTION

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications; the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701311, 701501, 701801, 701901

DISTRICT ONE DETAILS: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS: Work Zone Traffic Control
Surveillance, Flaggers in Work Zones.

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard "701501". Street closures must be approved by the Public Works Director (or his/her designee) in writing prior to the start of construction.

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Public Works Director (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Public Works Director (or his/her designee).

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

Basis of Payment: This work will not be paid for separately, but will be included in the items for which this work applies. This work includes all labor, materials, installation, transportation, maintenance, handling, flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Public Works Director (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Public

Works Director (or his/her designee) for safe movement of traffic and pedestrians will not be paid for separately, but will be included in the items for which this work applies.

SAWCUTTING

Sawcutting shall be performed in accordance with Section 442 of the Standard Specifications. All sawcuts shall be full-depth, penetrating completely through the medium which is being sawed. Removal of the sawcut items shall be performed in a manner to not undermine or disturb the areas of the medium to remain.

Basis of Payment: This work will not be paid for separately, but will be included in the cost of contract work.

AGGREGATE FOR TEMPORARY ACCESS

This work shall consist of the construction and maintenance of an aggregate surface course for maintaining access to intersecting streets and driveways as specified in Article 107.09 of the Standard Specifications.

During construction, the Contractor shall provide access at all times for emergency vehicles, school buses, and all abutting properties.

Construction Requirements. Aggregate for temporary access roads and driveway aprons shall be removed and/or reused at the direction of the Engineer. Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the Standard Specifications excepting that the coarse aggregate shall meet CA-6 gradation, and that the equipment required for the work will be as directed by the Engineer. It should include furnishing, transporting, placing, maintaining, removing and disposing, or reusing of the aggregate as herein specified and as directed by the Engineer.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

Basis of Payment:

This work will not be paid for separately, but will be included in the cost of contract work.

ITEM 01 – ARROW BOARD

This work shall include providing and maintaining an Arrow Board for traffic control in accordance with the applicable portions of Section 701 of the Standard Specifications and Highway Standards 701301, 701311, 701501, 701801 and 701901 when requested by the Public Works Director (or his/her designee).

Basis of Payment: When an Arrow Board is requested by the Public Works Director (or his/her designee) this work will be paid for at the contract unit price per calendar day for each ARROW BOARD.

ITEM 02 – P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")

This item shall include the removal and replacement of Portland Cement Concrete driveway of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 423 and 440. The work shall include complete removal and replacement of those areas which have been marked by the Public Works Director (or his/her designee) for removal and replacement which are included on a list supplied to the Contractor. The Contractor shall notify the Municipality 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the driveway to be removed and that which is to remain in place. If the Contractor removes or damages the existing driveway outside the limits designated by the Public Works Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Works Director (or his/her designee).

The concrete shall be Class PV Portland Cement Concrete per Section 1020 of the Standard Specifications.

Expansion joints will be required as specified in Standard Specifications. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

This item shall include saw-cutting, removal and disposal of existing concrete driveway; site preparation; installation of new concrete driveways including providing, pouring, consolidating, finishing, curing, applying protective coat, and protecting P.C.C. driveway; contraction and expansion joints; locating, potholing,

exposing, and protection of existing utilities; and restoration of adjacent areas.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT 6", which price shall be payment in full for removal, disposal, and full installation of new concrete driveways.

ITEM 03 – P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (4")

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 424 and 440. The work shall include complete removal and replacement of those areas which have been marked by the Public Works Director (or his/her designee) for removal and replacement which are included on a list supplied to the Contractor. The Contractor shall notify the Municipality 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Works Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Works Director (or his/her designee).

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

The thickness of the new sidewalk shall be a minimum of four (4") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed residential driveways shall have a minimum thickness of five (5") inches, six (6") inches through all commercial driveways. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so the maximum cross-slope is two percent (2%), except as may be otherwise directed by the Public Works Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Sidewalks immediately adjacent to concrete pavement or concrete curb shall be doweled into the existing pavement or curb at a minimum of 24" o.c. Reinforcement and dowels shall be incidental to the cost of the pay item.

This item shall include saw-cutting, removal and disposal of existing concrete sidewalk; site preparation; installation of new concrete sidewalks, including providing, pouring, consolidating, finishing, curing, applying protective coat, and protecting the P.C.C. sidewalk; contraction and expansion joints; reinforcing bars; locating, potholing, exposing, and protection of existing utilities; and restoration of adjacent disturbed areas.

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

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (4"), which price shall be payment in full for removal, disposal, and full installation of new concrete sidewalks.

ITEM 04 – P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"-6")

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 424 and 440. The work shall include complete removal and replacement of those areas which have been marked by the Public Works Director (or his/her designee) for removal and replacement which are included on a list supplied to the Contractor. The Contractor shall notify the Municipality 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Works Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Works Director (or his/her designee).

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so the maximum cross-slope is two percent (2%), except as may be otherwise directed by the Public Works Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Sidewalks immediately adjacent to concrete pavement or concrete curb shall be doweled into the existing pavement or curb at a minimum of 24" o.c. Reinforcement and dowels shall be incidental to the cost of the pay item.

This item shall include saw-cutting, removal and disposal of existing concrete sidewalk; site preparation; installation of new concrete sidewalks, including providing, pouring, consolidating, finishing, curing, applying protective coat, and protecting the P.C.C. sidewalk; contraction and expansion joints; reinforcing bars; locating, potholing, exposing, and protection of existing utilities; and restoration of adjacent disturbed areas.

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

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"-6"), which price shall be payment in full for removal, disposal, and full installation of new concrete sidewalks.

ITEM 05 - PCC SIDEWALK, 5 INCH, REMOVAL AND REPLACEMENT (COLORED)

This work shall include all work included in ITEM 04 in addition to the following:

- a) Sidewalk sections are located in the Downers Grove Downtown Business District (unless otherwise identified);
- b) All colored sidewalk squares shall be "California Finish" – a broom finish with 4" wide smooth trowel finish at all joints and edges;

- c) Concrete colorant to be added to cement mix. Concrete colorant shall be "Harvest Wheat" (Product #U16) supplied by Butterfield Color (1-800-282-3388). Concrete colorant shall be approved by the Engineer before use.

Basis of Payment: This work shall be paid for at the contract unit price per square foot for P.C.C. SIDEWALK, 5 INCH, REMOVAL AND REPLACEMENT (COLORED).

ITEM 06 – COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)

This work shall consist of removal and replacement of M3.12, B6.12 and B6.18 combination concrete curb and gutter to match existing. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440 and 606. The work shall include complete removal and replacement of those areas which have been marked by the Public Works Director (or his/her designee) for removal and replacement which are included on a list supplied to the Contractor. The Contractor shall notify the Municipality 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the combination concrete curb & gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing combination concrete curb & gutter outside the limits designated by the Public Works Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Works Director (or his/her designee).

Existing pavement (HMA or concrete), driveways, or sidewalks adjacent to combination concrete curb & gutter to be removed and replaced shall be saw-cut to reduce the possibility of damage to the existing pavements, driveways, or sidewalks. Any damage to existing pavement, driveways, or sidewalks will be repaired with like materials and at no additional cost to the Municipalities.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications. All Portland Cement Concrete shall be treated with a protective coat application.

Contraction joints shall be installed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Works Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to this Pay Item.

Existing tie bars must be retained or replaced as existing. Dowel bars shall be drilled into existing combination concrete curb & gutter at both ends of the removal and replacement. Tie and dowel bars are considered incidental to this Pay Item.

The new curb must be depressed for accessible ramps where sidewalk abuts the curb, then tapered up to full height within two feet, or per the PROWAG standards where applicable (e.g. at a parallel curb ramp, etc).

This item shall include saw-cutting, removal and disposal of existing combination concrete curb & gutter; site preparation; installation of new combination concrete curb & gutter, including providing, pouring, consolidating, finishing, curing, applying protective coat, and protecting the combination concrete curb & gutter; contraction and expansion joints; reinforcing bars; locating, potholing, exposing, and protection of existing utilities; and restoration of adjacent areas.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

ITEM 07 – COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT), (B6.24)

This work shall consist of removal and replacement of B6.24 combination concrete curb and gutter to match existing. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Sections 440 and 606. The work shall include complete removal and replacement of those areas which have been marked by the Public Works Director (or his/her designee) for removal and replacement which are included on a list supplied to the Contractor. The Contractor shall notify the Municipality 48 hours

in advance of scheduled time and place he intends to work.

This work shall be performed in accordance with ITEM 06 – COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24).

ITEM 08 – REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5

This Pay Item is to be used when ITEM 06 – COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) is used, where required by the Engineer.

Two (2) continuous No. 5 reinforcing bars shall be provided along the entire length of new constructed Combination Concrete Curb & Gutter.

Basis of Payment: This work will be paid for at the contract unit price per foot for REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5 which price shall be payment in full for providing and installing reinforcement bars. COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) installed will be paid separately and is not included in this Pay Item.

ITEM 09 – DETECTABLE WARNINGS

Detectable Warnings shall be brick red, cast-in-place composite panels with inline dome pattern, by one of the following manufacturers as determined by each municipality.

1. ADA Solutions, cast-in-place
2. "Armor Tile" cast-in place replaceable

If a municipality wishes to provide detectable warning panel materials to the contractor, it may do so if a suitable deduction in price is agreed upon by both parties.

Panels shall be installed full width of the walk (2" max concrete border allowed) in accordance with the latest PROWAG guidelines and at the direction of the Public Works Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

ITEM 10 & 11 – AGGREGATE BASE COURSE, TYPE B, (4-INCH), (2-INCH)

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Sections 351, 311, and 1004.

Where inadequate existing aggregate base course exists, the base course shall be supplemented with additional aggregate under this pay item in order to provide a base of not less than 4-inches of thickness when compacted. The base course shall have a gradation of CA-6, Grade 8, Crushed Limestone. No crushed concrete will be allowed.

Prior to installation of the aggregate base course, the subgrade shall be rolled smooth with a roller or compacted with a plate compactor to provide a smooth surface for placement of the aggregate base course.

Basis of Payment: This work will be paid for at the contract unit price per square yard for AGGREGATE BASE COURSE, TYPE B, 4-INCH, or AGGREGATE BASE COURSE, TYPE B, 2", which shall include removal and disposal of the existing base course material, of any composition, deemed unsuitable material for the construction of proposed Aggregate Base Course, furnishing, placing, and shaping aggregate, adding water (if necessary), and compacting the aggregate as described above.

ITEM 12 -TREE ROOT PRUNING

This work shall consist of tree root pruning in accordance with Section 201 of the Standard Specifications.

Description: All trees, public or private, affected by sidewalk installation, shall be root pruned prior to any

excavation taking place. Root pruning shall be performed only to the depth of the excavation necessary for removal and installation of the sidewalk. Root pruning shall start and proceed uninterrupted for the length of travel through the root protection zone. Root pruning shall be made no more than 10 inches from the tree-side edge of the proposed sidewalk.

Approval by the Engineer or his representative 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. No materials or equipment may be stored or kept in the root zone. Tree damage, as determined by the Engineer or his representative, shall be assessed to the Contractor using the most recent edition of the Guide for Plant Appraisal, published by the International Society of Arboriculture.

Basis of Payment:

This work shall be paid for at the contract unit price per EACH tree for TREE ROOT PRUNING

ITEM 13 – VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 602.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, sheeting, shoring and bracing materials and their installation and removal, dewatering, flow control, abandoning existing catch basin/inlet leads, saw cutting. This item shall also include new manhole/catch basin/inlet base section, concrete bench, riser, top/cone section, adjusting rings, along with the manhole/catch basin/inlet installation; frame and lid or grate; adjustment; remove and replace; or abandonment. Internal rubber sleeve frame/chimney seal installed as part of sanitary manhole adjustment and reconnection of existing lines shall be considered incidental to this item. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work shall be paid for at the contract unit price per each for VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED.

ITEM 14 – HIGH-EARLY-STRENGTH PCC ADJUSTMENT

This work shall be done in accordance with the Standard Specifications insofar as applicable, and shall be applied to the pay items in this contract only where directed by the municipality.

Where directed by the municipality, an approved high-early-strength portland cement concrete shall be used to obtain a minimum of 4,000 psi in 3 days, or as otherwise approved by the municipality.

Basis of Payment: This work shall be paid for at the contract unit price per cubic yard for HIGH-EARLY-STRENGTH PCC ADJUSTMENT, which shall be in addition to the pay items included in this contract.

APPENDIX C

ESTIMATED QUANTITY BY EACH MUNICIPALITY

| | | | ESTIMATED QUANTITIES BY MUNICIPALITY | | | | | | | |
|----|--|---------|--------------------------------------|------------|---------------|---------|------------|--------------|---------|--|
| | | | 2016 MPI | Burr Ridge | Downers Grove | Roselle | Villa Park | West Chicago | Wheaton | |
| # | ITEM | UNIT | QNTY | QNTY | QNTY | QNTY | QNTY | QNTY | QNTY | |
| 1 | ARROW BOARD | CAL DAY | 2.0 | | 2 | 0 | | | | |
| 2 | P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6") | SY | 180.0 | 30 | | 50 | 100 | | | |
| 3 | P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (4") | SF | 48000.0 | | | 0 | | | 48000 | |
| 4 | P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5" - 6") | SF | 41150.0 | 1000 | 16000 | 5000 | 4650 | 11500 | 3000 | |
| 5 | P.C.C. SIDEWALK, 5", REMOVAL AND REPLACEMENT (COLORED) | SF | 600.0 | | 600 | | | | | |
| 6 | REPLACEMENT (M3.12, B6.12, B6.18) | FOOT | 1170.0 | 40 | 150 | 250 | 30 | 100 | 600 | |
| 7 | COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24) | FOOT | 0.0 | | | | | | | |
| 8 | REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5 | FOOT | 100.0 | | | | | 100 | | |
| 9 | DETECTABLE WARNINGS | SF | 1110.0 | 100 | 100 | 90 | 32 | 100 | 688 | |
| 10 | AGGREGATE BASE COURSE, TYPE B, 4-INCH | SY | 530.0 | | 200 | | 100 | 200 | 30 | |
| 11 | AGGREGATE BASE COURSE, TYPE B, 2-INCH | SY | 230.0 | 30 | | | | 200 | | |
| 12 | TREE ROOT PRUNING | EACH | 50.0 | | 10 | | | 40 | | |
| 13 | VV, MH, INLET, CB TO BE ADJUSTED | EACH | 8.0 | | 6 | | | 2 | | |
| 14 | HIGH-EARLY-STRENGTH PCC ADJUSTMENT | CY | 20.0 | | 20 | | | | | |

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Globe Construction, Inc.
1781 Armitage Court Addison, IL 60101

as Principal, hereinafter called the Principal, and Washington International Insurance Company
475 North Martingale Road, Suite 850 Schaumburg, IL 60173

a corporation duly organized under the laws of the State of NH
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Downers Grove
5101 Walnut Ave Downers Grove, IL 60515

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2016 concrete flatwork, (includes Burr Ridge, Downers Grove,
Roselle, West Chicago, Villa Park & Wheaton)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 6th day of April, 2016

Debbie Kutella (Witness)
Globe Construction, Inc. (Principal)
By: [Signature] (Seal) President (Title)

Wmaddu (Witness)
Washington International Insurance Company (Surety)
By: Carl Dohn Jr. (Seal) Attorney-in-Fact Carl Dohn, Jr. (Title)



G-23208-B

ss.

STATE OF Illinois
COUNTY OF Cook

I, Vicki L Broaddus Notary Public of Cook County,
in the State of Illinois, do hereby certify that Carl Dohn, Jr.
Attorney-in-Fact, of the Washington International Insurance Company
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Washington International Insurance Company
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine
in said County, this 6th day of April A.D., 2016

Vicki L Broaddus
Notary Public Vicki L Broaddus

My Commission expires: June 18, 2017



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint: Carl Dohn, Jr.

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Globe Construction, Inc.

Bond Number: Bid Bond

Obligee: Village of Downers Grove

Bond Amount: See Bond Form

Bond Description: 2016 concrete flatwork, (includes Burr Ridge, Downers Grove, Roselle, West Chicago, Villa Park & Wheaton)

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of October, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

SS:

On this 1st day of October, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of April, 2016.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 003A

Globe Construction, Inc.

1781 Armitage Court Addison, IL 60101

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$8,083,000.00

017 CONCRETE CONSTRUCTION

\$2,800,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 2/1/2016 TO 1/31/2017 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 2/1/2016.

Jim Bell

Interim Engineer of Construction

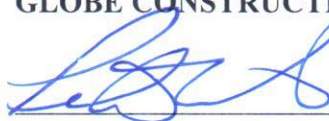
**EXTENSION TO THE CONTRACT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
GLOBE CONSTRUCTION INC.**

The Village of Downers Grove, Illinois and Globe Construction Inc. ("Contractor") entered into a contract for the sidewalk removal and replacement project on or about May 3, 2016. Pursuant to the terms stated therein, the parties desire to extend that contract under the following terms:

1. The contract shall be extended for a one-year period, ending May 2, 2018.
2. The fees shall remain the same as listed in the May 3, 2016 contract, with a not-to-exceed amount of \$130,000.00.
3. All other terms from the May 3, 2016 contract remain in full force and effect.

VILLAGE OF DOWNERS GROVE

GLOBE CONSTRUCTION INC.



Title:

President

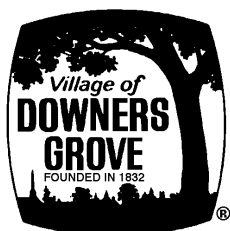
Attest:

April Holden, Village Clerk

Date:

2-14-17

Date: _____



Village of Downers Grove

Contractor Evaluation

Contractor: Globe Construction

Project: S-006-16 Sidewalk Replacement Program

Primary Contact: Peter Martire Phone: (630) 620-0313

Time Period: July 2016 – August 2016

On Schedule (allowing for uncontrollable circumstances) ☒ Yes ☐ No

Provide details if early or late completion: _____

Change Orders (attach information if needed): A change order with additional sidewalk replacement locations was approved for the contract.

Difficulties / Positives: Contractor provided good quality of work and completed the replacement of sidewalks in a short window of time.

Interaction with public:

☐ Excellent ☒ Good ☐ Average ☐ Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Reviewers: Jim Tock, P.E.

Date: 02/17/17