

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**6/6/2017**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Bid - Storm Sewer Closed Circuit Television Inspection and Cleaning	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a bid for the 2017 Storm Sewer Television Inspection (CCTV) and Cleaning to Sheridan Plumbing and Sewer, Inc of Bedford Park, Illinois in the amount of \$28,922.50.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The FY17 budget includes \$90,000 in the Storm Water Fund (Page 4-29 Line 18) for this project.

**RECOMMENDATION**

Approval on the June 6, 2017 consent agenda.

**BACKGROUND**

This project is a component of the 2017 Storm Water Maintenance Program. The scope of this project includes CCTV inspection and cleaning of approximately 20,700 linear feet of storm sewer pipe. A Request for Bids (RFB) was issued by the Village of Lombard on behalf of the DuPage Municipal Partnering Initiative (MPI), which was published in accordance with the Village's Purchasing Policy. Four other communities took part in this bidding process. Four bids were received. A synopsis of the bids is as follows:

<b><u>Contractor</u></b>	<b><u>Base Bid (for DG quantities)</u></b>	
Sheridan Plumbing & Sewer, Inc – Bedford Park,IL	\$28,922.50	<b>Low Bid</b>
National Power Rodding – Chicago, IL	\$32,973.00	
Michels Pipe Service - Brownsville,WI	\$40,823.50	
Visu-Sewer of Illinois – Bridgeview,IL	\$50,028.00	

The lowest responsive and responsible bidder was Sheridan Plumbing and Sewer. This will be the first contract with Sheridan Plumbing and Sewer. Positive references for similar work were also provided by the Metropolitan Water Reclamation District, Village of Willowbrook, City of Chicago and the Illinois State

Highway Toll Authority. Staff is confident that their work will meet the specifications required by the Village.

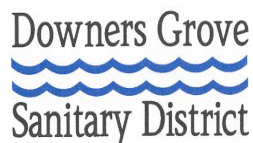
**ATTACHMENTS**

Contract Documents

# INVITATION FOR BIDS

**RFB # 2017-102**

**SANITARY AND STORM SEWER  
CLOSED CIRCUIT TELEVISION (CCTV)  
INSPECTION AND CLEANING  
FOR THE GOVERNMENTAL AGENCIES OF:**



**DOWNERS GROVE, DOWNERS GROVE SANITARY DISTRICT,  
LOMBARD & ELMHURST**

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**VILLAGE OF LOMBARD PUBLIC WORKS  
1051 S. HAMMERSCHMIDT AVENUE  
LOMBARD, IL 60148  
(630) 620-5740**

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## LEGAL NOTICE

Official notice is hereby given that sealed bids will be received at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148 until 9:00 A.M. local time on March 24, and then at said office publicly opened and read aloud for the following:

**RFB NO: 2017-102**

**REQUEST FOR BIDS (RFB) ON: SANITARY AND STORM SEWER CLEANING AND CLOSED CIRCUIT TELEVISIONING (CCTV) INSPECTION FOR THE GOVERNMENT AGENCIES OF: VILLAGE OF DOWNERS GROVE, DOWNERS GROVE SANITARY DISTRICT, VILLAGE OF LOMBARD AND CITY OF ELMHURST**

**Scope of work includes:** Sanitary and Storm Sewer Cleaning and Closed Circuit Televising (CCTV), approximately 302,500 LF, of mains varying from 8" - 72" in diameter. Heavy cleaning of approximately 30,000 linear feet of mains varying from 8" - 72" in diameter

Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital bid specifications for \$10.00 by inputting **Quest Project Number 4827531** on the website's Project Search page. Please contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership, registration or downloading instructions.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Lombard for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance bond and a contract bond in the full amount of the bid.

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

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

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

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

Dated: February 24, 2017  
Carl Goldsmith  
Director of Public Works



**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency VARIOUS  
 Section \_\_\_\_\_  
 Route Various

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

<b>Bidder's Proposal for making Entire Improvements</b>	<b>\$</b>	-
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Item No.	Items	Unit	Quantity	Unit Price	Total
	CCTV INSPECTION-SANITARY 8"-12"	LF	47,877		
	CCTV INSPECTION-SANITARY 15"-18"	LF	7,528		
	CCTV INSPECTION-SANITARY 21"-30"	LF	19,850		
	HEAVY CLEANING -SANITARY	LF	7,000		
	CCTV INSPECTION-STORM 4"-12"	LF	74,450		
	CCTV INSPECTION-STORM 15"-18"	LF	46,382		
	CCTV INSPECTION-STORM 21"-30"	LF	31,450		
	CCTV INSPECTION-STORM 48"-72"	LF	75,000		
	HEAVY CLEANING-Storm	LF	29,182		
	SEWER CONDITION EVALUATION	LF	39,098		

\*The estimated quantities listed in the bid table for each community are for reference only. The Contractor is hereby made aware that the bid prices shall apply to work in all municipalities participating in this bid even if no estimated quantity is listed for that municipality.

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 \_\_\_\_\_

	LOMBARD	DOWNERS GROVE	DOWNERS GROVE SAN. DIST.	ELMHURST	TOTAL
CCTV INSPECTION-SANITARY 8"-12"	13,898		33,979		47,877
CCTV INSPECTION-SANITARY 15"-18"	4,968		2,560		7,528
CCTV INSPECTION-SANITARY 21"-30"	1,850			18,000	19,850
HEAVY CLEANING -SANITARY	2,000			5,000	7,000
CCTV INSPECTION-STORM 4"-12"		14,450		60,000	74,450
CCTV INSPECTION-STORM 15"-18"	382	1,000		45,000	46,382
CCTV INSPECTION-STORM 21"-30"		1,450		30,000	31,450
CCTV INSPECTION-STORM 48"-72"				75,000	75,000
HEAVY CLEANING-Storm	382	3,800		25,000	29,182
SEWER CONDITION EVALUATION	21,098			18,000	39,098

**Page held for insertion of IDOT form BLR 12230 Bid Bond**

## GENERAL TERMS AND CONDITIONS

MARCH 2017

**1. INTENT**

It is the intent of the Village of Downers Grove, Downers Grove Sanitary District, Village of Lombard and City of Elmhurst, hereafter referred to as "Government Agencies", to jointly bid the Sanitary and Storm Sewer Cleaning and Closed Circuit Television (CCTV) inspection and cleaning of both sanitary and storm sewers for the purpose of determining the structural condition of the sewers.

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Lombard is the lead agency for the bid process on behalf of the Government Agencies. Each Village and Village's 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.

**Work performed under this RFB, shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).**

**2. BID PRICE**

The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

**Bidders shall maintain pricing for a minimum of ninety (90) days from opening date.**

**3. AWARD**

**The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor.** Award shall be made to the lowest responsive and responsible bidder(s) 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.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Government Agencies.

**4. TERM**

The term of this Agreement shall be one (1) year from the date of award. The Village of Lombard reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Requests for price increases shall be submitted. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

At the end of any contract term, the Village of Lombard reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

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

The Village of Lombard reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

## 5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Government Agencies do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Government Agencies requirements whether more or less than the estimated amount.

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

In the event awarded Contractor (s) is unavailable, the Government Agencies reserve the right to use whatever contractor is available to minimize and/or mitigate damages to the Government Agencies.

## BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be a qualified contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but is not limited to:

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal of required documentation
- Demonstration of equipment to perform scope of work identified herein

## 6. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Lombard is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village cannot ensure that bidders who obtain bid packages from sources other than the Village 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 Village's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village will NOT rebid the project absent extraordinary circumstances.

## 7. SECURITY GUARANTEE

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

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

## 8. CONTRACT BONDS

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

9.1 A performance bond satisfactory to each Government Agency, 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 Government Agency as security for the faithful performance of the Government Agency's contract; and

9.2 A payment bond satisfactory to each Government Agency, 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 of 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 Government Agency.

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

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

## 9. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: [hovingr@villageoflombard.org](mailto:hovingr@villageoflombard.org). **Questions are requested one week prior to the Bid Opening and are required no later than 4:00 P.M. on March 17, 2016.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lombard 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.

The Village of Lombard recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lombard will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

## 10. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Government Agency, as authorized by the Government 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 Government Agency and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Governmental Agency. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Governmental Agencies during the extended term of this Agreement.

Bidder and the other Government Agencies 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 Governmental Agency.

The bidder shall provide the other Government Agencies with all documentation as required in the RFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Governmental Agencies
- Certificate of insurance naming each other Government Agency as an additional insured

Certified payrolls to the other Governmental Agency for work performed

## 11. CONTACT WITH GOVERNMENT AGENCY PERSONNEL

All bidders are prohibited from making any contact with the Government Agencies Presidents, Trustees, or any other official or employee of the Government Agencies (collectively, "Government Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Lombard Village Manager reserves the right to disqualify any bidder found to have contacted Government Personnel in any manner with regard to the Project. Additionally, if the Lombard Village Manager determines that the contact with Government 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.

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

Each Government Agency'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 Government Agencies require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Government Agency, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the government 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 Bidders in this regard will allow the Village of Lombard to take appropriate measures to ensure the fairness of the bidding process.

The Village of Lombard requires all bidders to submit a certification, enclosed with this bid packet, 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 and Government Agency discovers an undisclosed potential or actual conflict of interest, that Government Agency may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

### 13. 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 to be used.

### 14. 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 that 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 Government Agencies 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.

### 15. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Government Agencies no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE GOVERNMENT AGENCIES. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number.

#### Increased penalties for Prevailing Wage Violations (Public Act 94-0488)

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 contractors 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.

**16. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et.seq.)**

Pursuant to 30 ILCS 570/0.01 et. seq., 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 only 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 Lombard's Purchasing Manager.

**17. 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.

**18. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT**

Contractor shall comply with the provisions of 820 ILCS 265/1, et seq., which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public

**19. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

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

**20. 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 Lombard will review all unit prices submitted by the apparent 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 Government Agency.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Government Agencies, the right is reserved to reject such bid at the discretion of the Village of Lombard.

**21. DISCREPANCIES**

In all cases of discrepancies between the drawings and specifications, the Government Agency's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

**22. 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 owner, even though not specifically detailed or mentioned.

**23. FIELD MODIFICATIONS**

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project.

Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

Any bid which is materially unbalanced as to prices for the Base Bid and/or Supplemental 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 will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village, the right is reserved to reject such bid at the discretion of the Village.

#### 24. RESERVATION OF RIGHTS

Each Government Agency reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Government Agency and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Government Agencies opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Government Agencies shall not be considered an alteration of the bids.

#### 26. TOXIC SUBSTANCES DISCLOSURES

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

#### 27. DEFINITIONS

27.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Base Bids or Unit Prices.

27.2 **Supplemental Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as supplemental items, to which Work may be added or from which Work may be deleted for sums stated in Supplemental Bid or Unit Prices.

27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Government Agency may reject or negotiate any unit price which is considered excessive or unreasonable.

**In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.**

#### 28. RESPONSIVE BID

28.1 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.

28.2 Bidders shall promptly notify the Village of Lombard 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.

#### 29. MODIFICATIONS

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once BIDS have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Lombard.

#### 30. INSURANCE

During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois 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 Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 30.1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000
- 30.2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipment engaged in operations within the scope of this contract;
- 30.3. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
- 30.4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.
- 30.5. Umbrella Coverage - \$2,000,000.00.
- 30.6. Contractor agrees that with respect to the above required insurance:
  - 30.6.1. The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
  - 30.6.2. To provide separate endorsements: to name each Government Agency as an additional insured as their interest may appear, and to provide thirty (30) days' notice, in writing, of cancellation or material change.
  - 30.6.3. The Contractor's insurance shall be primary in the event of a claim.
  - 30.6.4. Each Government Agency shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
  - 30.6.5. A Certificate of Insurance that states that each Government Agency has been endorsed as an “additional insured” by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: “The (Governmental Agencies 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 reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”
- 30.7. **Umbrella Policy.** The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- 30.8. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, the Government Agencies may purchase such insurance coverages and charge the expense thereof to the Contractor.

### 31. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Downers Grove Sanitary District, Village of Downers Grove, Village of Lombard and City of Elmhurst, 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 attorneys' 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 project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Downers Grove Sanitary District, Village of Downers Grove, Village of Itasca, Village of Lombard and Village of Villa Park, 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.

### 32. CHANGE IN STATUS

The Contractor shall notify the Village of Lombard and each Government Agency immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Lombard and each Government Agency shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

### 33. 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 Lombard is required.

Notwithstanding written consent to subcontract approved by the Village of Lombard, 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.**

### 34. CHANGE ORDERS

The Owner believes 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 appropriate Government Agencies prior to execution.

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

34.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

34.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (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 Government Agencies Purchasing Manager.

34.5. 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.

34.6. A written Change Order must be issued by the affected Governmental Agencies' Purchasing Manager prior to

commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

### 35. INVOICES AND PAYMENTS

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Government Agency to that Government Agency. The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice a Government Agency, nor shall a Government Agency pay the Contractor's subcontractors directly.

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

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

<b>Village of Downers Grove</b> ATTN: John Tucker 5101 Walnut Avenue Downers Grove, IL 60527	<b>Downers Grove Sanitary District</b> ATTN: Robert Swirsky 2710 Curtiss Street Downers Grove, IL 60515
<b>Village of Lombard</b> ATTN: Ray Hoving 255 E. Wilson Avenue Lombard, IL 60148	<b>City of Elmhurst</b> ATTN: Chris Dufort 985 Riverside Drive Elmhurst, IL 60126

### 36. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: the Project Specifications; the General Terms & Conditions, the Invitation for Bids, the General Terms & Specifications and 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 Circuit Court of DuPage County, State of Illinois for the Government Agencies whose office is in DuPage County, and in the Circuit Court of Cook County, Illinois for Government Agencies whose office is in Cook County.

### 38. NON-ENFORCEMENT BY THE GOVERNMENT AGENCY

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Governmental Agencies, 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 Government Agencies.

### 40. TERMINATION

The Government Agencies reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Government Agencies 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 Government Agencies 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. NON APPROPRIATIONS

The Government Agencies reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council or County Board or Sanitary District Board of the affected Government Agency.

#### 42. AFFIDAVITS

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

- A) References
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors

#### 43. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) AND UNCONTAMINATED SOIL

The Contractor must comply with the requirements of Section 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)26(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials.

#### 44. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

45. **CONTRACTOR'S LICENSES:** 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 Governmental Agency in which the work is performed.

#### 46. 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 owner. The Auditor General, the owner, the Agency, or any of their 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 in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$10,000, 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 his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$10,000.
- 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 \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii. sub-contracts 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.

#### 47. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of 90 calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Governing Board have accepted said bid.

#### 48. COMPETENCY OF BIDDER

If requested in writing by a Government Agencies, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) Municipal references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

#### 49. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Government Agencies and the issuance of Government Agencies purchase order.

#### 50. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. *Prior to performing any Work*, Contractor and all subcontractors must obtain a business license in each Government Agency they will work in. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Government Agencies applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

#### 51. SAFETY OF PERSONS

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

#### 52. ADDITIONAL SAFETY STANDARDS

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the MANAGER shall be immediately discontinued by the

CONTRACTOR upon receipt of either written or verbal notice by the MANAGER to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the MANAGER if such is the case.

**53. OSHA STANDARDS**

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Government Agencies must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

**54. COMPLIANCE WITH FREEDOM OF INFORMATION ACT**

The Government Agencies are 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 Government Agencies 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 Government Agencies, copies of any and all such documents when directed to do so by the Government Agencies. All such documents shall be delivered to the Government Agencies Clerk's Office no later than five (5) working days after the date of the Government Agencies 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 Government Agencies to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Government Agencies.

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

for

**MUNICIPALITIES - STATE OF ILLINOIS****MARCH 2017**

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 B), 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 and/or Will County and Lake County must be prominently posted at the project site by the Contractor.
- 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
  - 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
  - 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and

responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

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

4.2.1 The Contractor shall submit to the Village 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."

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 Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

## 6.0 Drug Free Work Place

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

### 6.1 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.

### 6.2 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.

6.3 Providing a copy of the statement required by subparagraph 6.1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part 6.1.3(B) of subparagraph 6.1.1 above from an employee or otherwise receiving actual notice of such conviction.

6.5 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.

6.6 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.

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

#### 7.0 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.

**2017 MUNICIPAL PARTNERING INITIATIVE**  
**SANITARY SEWER CLEANING AND CCTV INSPECTION**  
**SUMMARY OF WORK**

1.0 **General**

Wherever the word "Owner" or "Engineer" appears in this document, it shall be interpreted to mean each Government Agencies representative.

Wherever the word "Contractor" appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each Government Agencies for performance of prescribed work.

2.0 **Scope of Project**

This project includes quantities for approximately 302,500 Linear Feet of sanitary and storm sewer cleaning and closed circuit televising (CCTV) inspection in various sizes ranging from (8"-72".) The work also includes heavy cleaning of approximately 35,000 LF of various sizes ranging from (8"-72".) The work contained on this project is located within easements, license areas, or right-of-ways of the Downers Grove Sanitary District, Village of Downers Grove, Village of Lombard and City of Elmhurst.

Each Government Agency has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Lombard further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Work included is shown on drawings prepared by the Village of Lombard which has been supplied by each municipality. The lining work shown on the drawings is not conclusive and is subject to change.

3.0 **Maintenance Bond**

The Contractor is required to furnish a maintenance bond approved by the Government Agency in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions **for a period of one year** from date of written final acceptance and final payment. If within the guarantee one (1) year period, any defects or signs of deterioration are noted which, in the opinion of the Government Agencies, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor's expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition/s to the complete satisfaction of the municipality work has been completed in.

4.0 **Contract Completion Date and Interim Completion Dates**

The Contractor shall execute the contract within ten working days after contract award by each individual Governmental Agency. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the municipality.

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Governmental Agency to Schedule the work. Interim dates stated below unless agreed to by Governmental Agency in writing.

Deliverables – All deliverables shall be submitted within two (2) calendar weeks of completion.

**Substantial Completion, including, all punch list items – November 22, 2017;**

### 5.0 **Work Quality Inspection**

As part of the sewer cleaning and televising, the contractor may be requested by the Engineer to open manholes for field inspection and/ or “punch list generation at no additional cost to the Government Agency when project is near complete.

The contractor shall provide and maintain all traffic control and protection including but not limited to: arrow boards, signs, barricades, and lights as necessary to provide for the public’s safety, and to comply with the requirements meeting IDOT requirements, or of the agency having jurisdiction over the right-of-way.

### 6.0 **Prosecution and Progress**

The Contractor shall complete all work under this Contract no later than **November 22, 2017**. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

### 7.0 **Contractor’s Use of Premises**

1. Coordinate use of premises under direction of Engineer.
2. Assume full responsibility for protection and safekeeping of products under this Contract.
3. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conduct operations to ensure least inconvenience to general public.
5. See Appendix A for each municipality’s additional input on local parking plan.

### 8.0 **Pre-Construction Meeting**

A pre-construction meeting with the Contractor will be held with each Government Agency to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

1. The Contractor’s proposed construction schedule.
2. Name of sub-contractors (if applicable) involved in these projects.
3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency and Non-emergency Contact info including emails and phone numbers.

### 9.0 **Weekly Meetings**

Regular weekly meetings between the Contractor Project Manager and the Engineer are required. The proposed Contractor’s working schedule for the next two (2) weeks shall be submitted to the Engineer during each meeting. If any modifications to the proposed schedule are requested by the Engineer, the Contractor shall adjust his proposed schedule accordingly.

### 10.0 **Protection of Trees**

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the Engineer. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the Engineer. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Engineer deems it is necessary. The Contractor shall contact the Engineer at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

### 11.0 **Safety**

The Contractor shall comply with State, Local, MWRD and Federal Safety and Health regulations applicable to the work being performed including OSHA approved confined space entry procedures. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with Local, State, or Federal Safety regulations.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

### 12.0 **Water Usage**

See Appendix A for each municipality's additional input on local water usage plan.

### 13.0 **Pay Estimates**

Each Government Agency will provide a spreadsheet that will list the line segments and sewer pipe lengths to be cleaned and televised. The contractor shall submit any changes at time of submittal of pay estimates, and two week schedules. The spreadsheet shall include at a minimum, the following items: street name (from – to); segment (from manhole to manhole); actual length; diameter of pipe; unit cost. The items mentioned above are in addition to other required submittals, i.e., certified payroll, waivers of lien, invoice, and electronic payout form (provided by each municipality).

### 14.0 **Payout Procedures**

Each Government Agency payout procedure schedule will be submitted to the contractor at the pre-construction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each Government Agencies' project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by Government Agency staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each Government Agency, the Government Agency will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the Government Agency inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per Government Agency inspection requirements.

Applications for payment must be submitted on a Government Agencies approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal project manager or the Engineer. Contractors shall not call each Government Agencies' Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of checks. All checks will be mailed and no allowances will be made to hold checks for pickup.

### 15.0 **Payment for Extra Work**

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the Standard Specifications.

Extra work shall not be started until authorization from the Engineer is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, than the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Engineer.
2. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

#### 16.0 Metropolitan Water Reclamation District ("MWRD")

If applicable, The MWRD Permit section field office (708/222-4055) must be notified at least two days prior to commencement of work.

When access to MWRD manhole is required the MWRD manhole opening shall be coordinated with Mr. Roscoe Hardeman (312-497-9472) of MWRD. Any MWRD manholes shall be identified at the pre-bid meeting.

#### 17.0 Public Advisory

A minimum of two weeks prior to commencing with sewer cleaning, flushing and CCTV work the Contractor shall coordinate with each Government Agency to provide general public notice of the work to be done.

Public advisory services will be required to notify all parties not less than 48 hours in advance whose sewer services will be out of commission and to advise against water usage until the sewer service is back in service. This is the responsibility of the Contractor. Written notices must be approved by each Government Agency prior to publication, and must contain specific information as to when the sewer service disruption will begin and end.

No customer shall be deprived of sanitary sewer service for more than eight consecutive hours unless approved by the Engineer.

The Contractor shall assume responsibility and liability for any sewer backups or other damages sustained by residents or businesses as a result of testing, cleaning, flushing, lining or any other part of the work. The Contractor shall arrange and pay for professional cleaning and/or repair services where required at no additional cost to the Government Agency. The foregoing assumption of responsibility and liability will be waived by the Owner in the case of backups caused by the failure to reinstate laterals erroneously determined to be abandoned by the Owner.

"No Parking - Police Order" signs are available upon request at the office of the Engineer. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

#### 18.0 Hours of Construction

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. However, emergency work may be done with permission from Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

#### 19.0 Protection of Environment

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.

7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

**PROJECT SPECIAL PROVISIONS****MARCH 2017****1.0 SCOPE OF WORK**

The work consists of Sanitary and Storm Sewer Cleaning and Closed-Circuit Television (CCTV) Inspection, which includes preparatory cleaning, disposal of debris, bypass pumping, traffic control, and submittal of digital CCTV and inspection logs. Work will be performed throughout the Village of Downers Grove, Downers Grove Sanitary District, Village of Lombard and City of Elmhurst collectively the ("Government Agencies".)

**2.0 PROJECT SUBMITTALS**

The Contractor is required to submit the Safety Data Sheet (SDS) for dye to be used in the dyed-water flooding to each Government Agencies' Director of Public Works or his/her designee prior to initiation of the work. The contractor shall maintain a copy of the SDS onsite at all times during dyed-water flooding activities.

**3.0 MATERIALS & SERVICES TO BE PROVIDED BY GOVERNMENT AGENCIES**

3.1 **Water and Water Meter** – Each Government Agency shall furnish water for sewer cleaning and dyed-water flooding at no cost to the contractor. Water shall be obtained from hydrants designated by each Government Agencies' Director of Public Works or his/her designee and only through a meter/backflow device obtained from the Government Agency. There is a refundable deposit (up to \$2,000 as determined by each Government Agency) required for each meter/ backflow device. The meter deposit costs are subject to change. Meters shall only be used within the Government Agency from which they are obtained. The Contractor shall not use an Agency's meter to meter water in any other Agency.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Government Agencies' Public Works Director or his/her designee at the end of each week in which work occurs. The water meter shall only be used for Owner's projects and shall not be used by the contractor for outside work.

Village of Lombard requires contractors to use Village provided hose lead from hydrant port to hydrant meter and meter shall be placed on ground. Hose from meter is not permitted across roadways. Vehicular traffic going over hoses on roadway may cause a hammering effect on water system, which in turn can cause a water main break.

All fire hydrants shall remain available for use by emergency services in the event of a fire, and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break is provided when obtaining water from Government Agency hydrants.

See Appendix A for Additional Government Agencies - Water, Meter Rates, Overnight Parking and Disposal Information.

3.1. Village of Lombard - Billing rates and fees are listed below.

**Water Meter Rental Charges****5/8" or 3/4" Meter**

Initial Administration Fee	\$40.00
Deposit	\$500.00
Meter Rental Fee (per day)	\$3.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

**2" Meter**

Initial Administration Fee	\$40.00
Deposit	\$2,000.00
Meter Rental Fee (per day)	\$5.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

Contractors wishing to rent a water meter should contact the Village Department of Public Works at (630) 620-5740. The Finance Department will deduct the water meter rental fee from the deposit.

**Unauthorized or improper use will subject the offender to arrest and prosecution.**

3.2 **Sewer Atlases** – Each Government Agency shall furnish the contractor with one (1) copy of the storm and/or sanitary sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available information regarding the storm and sanitary sewers within the inspection area.

**4.0 TECHNICAL SPECIFICATIONS**

The contractor shall provide CCTV inspection of the entire sewer segment (manhole to manhole), utilizing equipment specifically designed for sewer inspection. The contractor shall provide preparatory cleaning of the entire sewer section before conducting the CCTV inspection, as specified herein. The contractor shall provide dyed-water flooding of storm sewers adjacent to and/or crossing the sanitary sewers being televised. The contractors shall provide all necessary labor, tools, materials, equipment and appurtenances to complete the preparatory cleaning, non- dyed-water flooding, and CCTV inspection to obtain a clear video of the sewer interior.

#### 4.1 Cleaning Equipment -

4.1.a. **Hydro-cleaning Equipment** – Provide equipment specifically designed for sewer cleaning as specified herein. Provide High-Velocity Jet (Hydro-cleaning) equipment with 2 or more nozzles capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be inspected. Provide equipment capable of producing 2,000 psi at 65 gallons per minute (gpm) for light cleaning. Provide higher capacity cleaning equipment for large diameter pipes and for heavy cleaning. Provide a root cutter as needed for root removal for pipe sizes from 6 inches through 72 inches in diameter.

4.1.b. **Heavy Cleaning Equipment** – Utilize equipment acceptable to the Government Agencies' Public Works Director or his/her designee, which may include power rodding or bucket equipment equipped with root cutter, chain scraper, sand nozzles, root saws or expandable cutters. Equipment shall be belt-driven or shall be equipped with an overload device. Direct-drive equipment that could cause damage to the sewers shall not be used.

Care should be taken to protect sewer lines from damage from either high-velocity jet cleaning or heavy cleaning. Damage to sewers, equipment or appurtenances are the responsibility of the Contractor and are incidental to the contract.

#### 5.0 Disposal of Material–

The contractor shall remove all sludge, dirt, roots, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. The contractor shall not allow material cleaned from one manhole section to pass into another manhole section or pass into subsequent mainline section as this can result in line stoppages, accumulation of material in wet wells, or damage to pumping equipment.

All material removed during cleaning shall be removed from the site at the end of each work day and disposed of by the contractor in a manner acceptable to the Public Works Director or his/her designee. Storage of material on site or within the sewer system is not allowed.

Village of Lombard will coordinate with contractor for removal of debris to an off-site location for work done within the corporate limits of Village of Lombard. Decanting is required.

5.1 Additional Government Agency information is provided on Appendix A.

5.2. Method of Measurement – Contractor is to keep track of amount of cubic yards dumped at off-site facility, and notify the Village of Lombard of quantity.

5.3. Basis of Payment – This item is included in unit price of heavy cleaning, light cleaning, cctv and sewer flushing.

#### 6.0 Cleaning

6.1. Light Cleaning – Provide preparatory cleaning of the sewer section to permit unobstructed passage of the CCTV camera and clean enough for the camera to identify structural defects, misalignments, service lateral connections, and points of infiltration to the satisfaction of the Public Works Director or his/her designee. Perform a cleaning with high-velocity jet consisting of up to two passes or flushes of the entire sewer section, if necessary, to allow adequate viewing of the pipe for the purpose of proper condition assessment. Limit pullback speed to no more than one foot per second, and utilize a maximum pressure of 1200 pounds per square inch (psi).

6.2 Deliverables – The contractor shall keep a log of cleaning operations, including for each sewer the date it was cleaned, which cleaning method was utilized, type and approximate quantity of material removed. This information shall be provided to each Municipality at the end of each work week. There is no additional cost for this as this is incidental to CCTV and Heavy cleaning.

6.3. Method of Measurement – Preparatory cleaning is done for CCTV Inspection of Sanitary and Storm sewer lines of various pipe sizes ranging in diameter (8”- 72”). This is measured by linear foot.

6.4. Basis of Payment – Preparatory or light cleaning is inclusive of all CCTV.

**7.0. Roots** – Remove roots as needed to allow for unobstructed passage of the televising camera or to adequately inspect pipe due to excessive root intrusion or gaskets. Use of chain scrapers will be permitted with Village approval. Village is to be notified when using any type of chain scraper. Root cutting and light cleaning is incidental to the CCTV inspection of sanitary and storm sewers.

7.1. Basis of Payment – Root Cutting – This item includes use of root cutting as specified. Sizes varying in diameter less than or equal to 72” in diameter is incidental to the Sanitary or Storm Sewer and CCTV, specified diameter in inches.

7.2. Basis of Payment – Root Cutting – This item includes use of root cutting as specified. Root cutting is incidental to this contract.

**8.0 Heavy Cleaning** – Perform additional cleaning (heavy cleaning), only after approval by the Government Agencies’ Public Works Director or his/her designee after the initial two passes of the jetting equipment and/or root cutting are not effective.

The contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up service laterals. The contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Government Agency.

Contractor is to provide at least one (1) hour notification to the Government Agency of the opportunity to observe heavy cleaning operations. Heavy cleaning shall commence when Government Agency representative is on-site.

Contractor is to ensure that all debris is removed same day using whatever means necessary, refer to Disposal of Material, Section 5.0. Contractor is not to rely on Government Agency for equipment.

8.1 Deliverables – The contractor shall keep a log of cleaning operations, including for each sewer the date it was cleaned, which cleaning method was utilized, type and approximate quantity of material removed. This information shall be provided to each Government Agency at the end of each work week. There is no additional cost for this as this is incidental to CCTV, Flushing and Heavy Cleaning.

8.2 Method of Measurement – This item is measured in linear feet after initial two passes of jetting equipment and /or root cutting are not effective, and heavy cleaning is successfully performed.

8.3. Basis of Payment – This item includes heavy cleaning of the sewer as specified at the direction and prior written approval of the Director of Public Works or his/her designee. Heavy cleaning may include, but not be limited to, additional passes or flushes of the entire sewer section with high-velocity jet, power rodding, or bucket equipment, which may include power rodding or bucket equipment equipped with root cutter, chain scraper, sand nozzles, root saws or expandable cutters.

Heavy cleaning will be paid for by the linear foot.

**9.0 Closed-Circuit Television (CCTV) Inspection**

9.1 General – Provide all labor, material, tools, equipment and appurtenances necessary to provide closed circuit television (CCTV) and audio-video recording of the internal inspection of sanitary and storm sewers at a picture quality to the satisfaction of the Director of Public Works or his/her designee.

9.2 Equipment – The contractor shall utilize a digital color television camera designed and constructed for sewer inspection with the following capabilities:

- a. High-resolution color-chip camera and monitor capable of producing a minimum of 650 lines of resolution.
- b. Adjustable directional lighting sufficient to allow a clear picture of the entire periphery of the pipe.
- c. Auxiliary lighting for sewers larger than 12-inch diameter.
- d. Operable in 100 percent humidity conditions.

- e. A 360 degree radial by 270 degree pan-and-tilt viewing field.
- f. Remote or manually operated.
- g. Electronic footage counters accurate to less than 1 percent error over the length of each pipe segment.
- h. Able to be equipped with skids or flotation device where necessary to position the camera in the center of the pipe for all diameter sewers being televised.

The contractor shall utilize a total audio-video recording system and procedures as required to produce a high-quality digital video and audio production of bright, sharp, clear pictures with accurate color, free from distortion. The audio portion shall have proper volume and clarity and shall be free from distortion. The contractor shall record inspections electronically on thumb drives directly from digital content without an intermediate analog conversion.

The contractor shall utilize PipeTech, Pipe Logic or Windows Media software to complete the CCTV inspections and prepare thumb drives and inspection logs.

### 9.3 Execution

- a. Prior to conducting any CCTV inspection, complete preparatory and dyed-water flooding (where storm sewers cross or run parallel to sanitary sewers to be inspected).
- b. After the storm sewer has been filled to street level, the contractor shall wait 15 minutes or until dyed-water appears in the downstream sanitary manhole (whichever is shorter) prior to beginning the CCTV inspection.
- c. Provide a complete inspection of the entire length of sewer, including both upstream and downstream manholes, panning as needed to see all areas of the sewer and manholes.
- d. Utilize blowers, fans or other means to force out steam from the sewers as needed to provide a clear image of the pipe condition.
- e. Conduct the inspections with the flow of sewage from upstream to downstream manhole (“forward setup”). “Reverse setups” (from downstream to upstream manhole) shall only be allowed if a forward setup is not possible (e.g. upstream manhole is not accessible) or if the forward setup could not be completed due to an obstruction in the sewer. The cost to reset the televising equipment for a reverse setup is incidental to the contract.
- f. All inspections shall begin at the center of the beginning manhole and conclude at the center of the ending manhole. Pull-back any additional slack and reset camera counter to zero.
- g. Provide verbal commentary of the sewer inspection for the entire length of inspection. This is utilized as a cross-check against written logs and is useful as a reminder of which sewer is being televised.
- h. Move the camera at a speed no greater than 30 feet per minute, stopping at all defects and points of infiltration. Pan as necessary to permit proper documentation of the sewer’s condition.
- i. Stop at all service connections, pan and look up service, and note items such as type of connection, presence of plugs, leaks, type of material, and any structural damage. Adjust focus and lighting as needed to obtain a bright, clear view of the connection and service pipe. Position the camera to view as far up the service connection as possible.
- j. Stop televising if camera becomes submerged. Use high-pressure jetting or other means to lower water level to a point below the camera. Provide temporary plugs and/or bypass pumping, if necessary, and as approved by the Director of Public Works or his/her designee.
- k. If camera cannot be viewed for any reason, clean lens as needed.
- l. The contractor may complete multiple sewer runs from a single setup, however each sewer segment (manhole to manhole) must have a discrete CCTV inspection video and inspection log.

- 9.4 Deliverables – The contractor shall provide thumb drives and computer generated inspection logs of each individual inspection. In addition, the contractor shall provide to the Government Agency a field mark-up of any clarifications to the sewer system configuration as shown on the Government Agencies’ atlases, including but not limited to incorrectly shown connections between structures, pipes or manholes not shown on the atlases, sewers shown in the wrong location, etc.

The written logs shall be completed in the field and shall contain the following information (at a minimum):

- a. Government Agency Name
- b. Project Name
- c. Location of sewer line including street name and nearest address to upstream manhole and if the service is capped;
- d. Inspector’s name and PACP certificate number;
- e. Date;
- f. Upstream and Downstream Manhole IDs;
- g. Direction of flow;
- h. Direction of inspection;
- i. Depth from rim to invert at the upstream and downstream ends of the sewer;
- j. Pipe size, type/material, joint spacing, and total length;
- k. Surface weather conditions;
- l. Photographs of specific severe defects and a representative sample of overall pipe condition;
- m. Manhole construction material
- n. Condition of Manhole
- o. Documented footage (from starting manhole) and clock orientation of all pipe defects, changes in pipe material, infiltration sources (including estimated flow rates in gallons per minute), service connections, root intrusion, mineral deposits, obstructions, protruding laterals, grease accumulation, back-pitched sections, off-set joints and any other abnormal conditions.

The written logs should be bound into white “D-ring” type presentation binders with tab inserts to separate each of the inspection reports. The title of the project shall be placed in the front cover of the binder and include the Municipality’s name, project title, Contractor name, and date. A Table of Contents should be present and contain at a minimum: Page Number, Street Name, MH Start, MH Stop, Size, Length, Thumb drive ID Number.

The thumb drives shall be professionally labeled, showing the Government Agencies’ name and the project title. Each inspection recording shall begin with a verbal explanation of the current date, project name, and Government Agency; followed by the general location, manhole segment and direction of viewing and beginning footage count superimposed on the video signal. The footage counter and manhole segment shall appear throughout the entire video recording. The audio track, video, and inspection log shall all match. Provide an audio track describing all information documented in the inspection log.

Storm sewers and sanitary sewers shall be recorded on separate thumb drives.

- 9.5. Village of Lombard will provide separate external hard drive to contractor.
- 9.6. Method of Measurement – This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment.
- 9.7. Basis of Payment – CCTV Inspection of Sanitary Sewers (various size ranges) (no dyed-water flooding) – This item includes the CCTV inspection of sanitary sewers ranging in size from 8 to 72 inches in diameter, including preparatory light cleaning, root cutting, preparation and delivery of cleaning operations log, thumb drives and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment for the size range indicated. The contractor will not be paid for redundant or overlapping CCTV inspections.

## **10.0 Sewer Condition Evaluation**

- 10.1 General – The contractor shall review each CCTV inspection and log for both sanitary and storm sewers, identify deficiencies in the sewers and manholes in need of repair, and recommend sewer rehabilitation to correct each identified deficiency. The contractor shall provide a sewer repair specialist experienced in CCTV inspection review to identify deficiencies and familiar with modern sewer repair technologies, including but not limited to all forms of in-situ repairs (cured-in-place lining, slip-lining, chemical grout, cementitious grout, etc.) and excavation repairs for both sewers and manholes.
- 10.2 Execution
- a. CCTV inspection footage must be reviewed to complete the evaluation. Preparing evaluations based solely on the written inspection log is not allowed.
  - b. Prior to conducting any review of the inspections, the Contractor’s sewer repair specialist shall meet with the Public Works Director or his/her designee to become familiar with the Government Agencies forms, abbreviations to be used on the forms, and sewer repair strategies. The meeting is anticipated to last between one and two hours.
  - c. The contractor shall complete a “Sewer Footage Review” form (attached) for each CCTV inspection reviewed (manhole to manhole). Each review shall identify all service connections, deficiencies requiring repair, and the footages from the upstream manhole to each. Each form must be filled out completely. Partially filled out forms will be rejected. The contractor may use multiple forms for each CCTV inspection if needed, however only one inspection will be allowed on a form.
  - d. The contractor shall complete a “Sewer Repair” form (attached) for each discrete repair required for the deficiencies identified on the “Sewer Footage Review” form. A discrete repair may include cured-in-place lining, removal and replacement of one or more sections of sewer, sectional lining, service lateral repair, service lateral roots, etc. The contractor should be aware that a single manhole-to-manhole sewer segment may include multiple discrete repairs. Each form must be filled out completely. Partially filled out forms will be rejected. The contractor may use multiple forms for each CCTV inspection if needed, however only one inspection will be allowed on a form.
  - e. NASSCO General Assignment of Pipe Condition Grades to be used on all line segments.
  - f. PACP rating shall be used on all line segments. This shall include Structural, O&M and Overall ratings.
  - g. PACP Quick Rating shall be used as an index listing segment from manhole to manhole; length; size; material; Structural, O&M, and Overall Rating.
  - h. Government Agencies will provide unique sewer line segments, if available, upstream mh, downstream mh to contractor. This information is to be used on all deliverables.
- 10.3 Deliverables – The contractor shall provide the Government Agency with two copies of each “Sewer Footage Review” and “Sewer Repair” form. Forms shall be bound in packets corresponding to each CCTV inspection.
- 10.4 Deliverables – Indices, ratings, and reports are to be provided in both paper format and in .xls or .mdb and .pdf or in approved format by Government Agencies.
- 10.5 Method of Measurement – This item will be measured in linear feet of CCTV sewer inspection reviewed from manhole to manhole.
- 10.6 Basis of Payment – Sewer Condition Evaluation – This item includes the review and evaluation (including sewer repair recommendations) of the CCTV inspections and logs by a sewer repair specialist and the preparation and delivery of “Sewer Footage Review” and “Sewer Repair” forms as specified. This item will be paid for as linear feet of Sewer Condition Evaluation.

## **11.0 Sewer Flushing – no camera**

- 11.1 General – Some segments may be part of Sanitary and Storm Sewer Cleaning and CCTV Inspection Project or may be part of another maintenance project. As such, Contractor will need to ensure that debris from these segments are not in areas at time of sewer flushing. Sewer flushing, without camera, various pipe sizes ranging from (15”-108”) is to be done in a logical manner provided by the Government Agency.
- 11.2 Each Government Agency that would like to have sewer flushing will furnish to the Contractor a map including area as defined in Section 3.2.

- 11.3 The contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up service laterals. The contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Government Agency.
- 11.4 Contractor is to provide at least one (1) hour notification to Government Agency opportunity to observe sewer flushing operations shall commence when Government Agency representative is on-site.
- 11.5 Contractor is to ensure that all debris is removed same day using whatever means necessary, refer to Disposal of Material, Section 5.0. Contractor is not to rely on Governmental Agency for equipment.
- 11.6 Method of Measurement – This item will be measured in linear feet along center line from center of manhole to center of manhole.
- 11.7 Basis of Payment – Sewer Flushing (no camera) – This item includes sewer flushing, no camera (15”-108”), all labor work, materials needed to perform this work, traffic control and protection, .

This item will be paid for as linear feet of Sewer Flushing, no camera (15”- 48”).

This item will be paid for as linear feet of Sewer Flushing, no camera (>48”- </=108”).

- 12.0** Traffic Control and Protection shall not be paid separately but be incidental to this contract.
- 13.0** Mobilization shall not be paid separately as is incidental to this contract.
- 14.0** Bypassing shall not be paid separately, but be incidental to this contract.
- 15.0** Debris disposal shall not be paid separately, but be incidental to this contract.

**16.0 SCHEDULING OF WORK**

- 16.1 Coordinate with Government Agencies pertaining to road work or other projects;
- 16.2 Coordinate with Government Agencies pertaining to lane closures or road closures;
- 16.3 Government Agencies will notify contractor of planned local events at pre-construction meeting;
- 16.4 Contractor to coordinate work with other utility companies.

## 17.0 PERMITS

The contractor is responsible for obtaining all permits needed for CCTV inspection, non-dyed-water testing work within Municipality, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

Village of Lombard information is listed: Contractor must comply with other Government Agencies' respective permit requirements related to oversize/ overweight vehicles.

**Equipment on Pavement and Structures.** In accordance with Village Code (Title 9, Chapter 97, Section 97.200) the Contractor must obtain a permit for the movement of any overweight or oversize vehicle within the jurisdiction of the Village. If any of the following limits are exceeded, a permit is required.

<i>Maximum Gross Weight:</i>	<i>80,000 pounds</i>
<i>Maximum Gross Length:</i>	
<i>Tractor Trailer</i>	<i>55 feet</i>
<i>Truck Trailer</i>	<i>60 feet</i>
<i>Maximum Gross Width:</i>	<i>8 feet 6 inches</i>
<i>Maximum Gross Height:</i>	<i>13 feet 6 inches</i>
<i>Maximum Axle Weight Limit</i>	<i>20,000 pounds</i>
<i>Maximum Axle Tandem Weight Limit</i>	<i>34,000 pounds</i>

To reference the complete Village Ordinance concerning permit moves and fee structure visit <http://www.villageoflombard.org/DocumentCenter/View/11754>

**The Contractor must be familiar with the ordinance. This ordinance is strictly enforced; offenders will be subject to fine, arrest and prosecution.**

The Lombard Police Department is now using an online-based permitting system via the website, [www.oxcartpermits.com](http://www.oxcartpermits.com). Contractors applying for an overweight/oversize permit will have to use the Oxcart permitting software. The form can be completed on the Oxcart website under the Trucking login/sign up link (<http://oxcartpermits.com/user/trucking>)

Visit <http://www.villageoflombard.org/421/Truck-Enforcement-OversizeOverweight-Per> regarding enforcement and truck routes. If you have any questions regarding commercial motor vehicle/permits please contact Officer Latronica at 630-873-4453 or by e-mail at [latronicaj@villageoflombard.org](mailto:latronicaj@villageoflombard.org)

## APPENDIX A: Additional Governmental Agency-Specific Information

### Lombard

**Project Manager** – Ray Hoving, Civil Engineering Technician, 630-620-3598  
[hovingr@villageoflombard.org](mailto:hovingr@villageoflombard.org)

**Local Parking Plan** – overnight parking available at Public Works Facility located at: 1051 S. Hammerschmidt Avenue.

**Local Water Plan** – the Village of Lombard will allow water to be obtained from Village-owned hydrants, as approved by the project manager. The Contractor must obtain a permit and make a refundable deposit (up to \$2,000), install portable water meter/backflow device and maintain a record of water quantity used (no cost for water).

**Off-Site Dump Facility:**

**Maps** – see segment list and maps attached.

### Downers Grove

**Project Manager** – John Tucker, Streets Division Manager, 630-434-5466  
[jtucker@downers.us](mailto:jtucker@downers.us)

**Local Parking Plan** - Overnight parking is available at the Public Works Facility

**Local Water Plan** – Water is available at the Public Works Facility located at A refundable deposit in the amount of \$2,070.00 is required for water meter rental.

**Off-Site Dump Facility:** Yes

**Maps** – See maps attached

### Downers Grove Sanitary District

**Project Manager** – Bob Swirsky, Sewer System Maintenance Supervisor, 630-353-3608  
[bswirsky@dgsd.org](mailto:bswirsky@dgsd.org)

**Local Parking Plan** – overnight parking is available at the WWTC.

**Local Water Plan** – Free effluent water.

**Off-site Location for Debris** – WWTC.

**Maps** – see segment list and maps attached.

### Elmhurst

**Project Manager:** Chris Dufort Superintendent of Utilities  
 630-530-3036 [chris.dufort@elmhurst.org](mailto:chris.dufort@elmhurst.org)

**Local Parking Plan:** Parking available

**Water:** From local hydrants or tanker can be filled daily at PW garage.

**Debris removal:** Contractor to supply a dumpster at the WWTP

**Maps:** See attached

## APPENDIX B

DOCUMENTS TO RETURN WITH BID SUBMISSION  
(PAGES 37-44)

**PERFORMANCE REFERENCE FORM**

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 /Awarded  
 Amount: \_\_\_\_\_

Municipality: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Contact Person/Telephone  
 Number: \_\_\_\_\_  
 Dates of Service/Awarded  
 Amount: \_\_\_\_\_

Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Contact Person/Telephone  
 Number: \_\_\_\_\_  
 Dates of Service/Awarded  
 Amount: \_\_\_\_\_

Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Contact Person/Telephone  
 Number: \_\_\_\_\_  
 Dates of Service/Awarded  
 Amount: \_\_\_\_\_

Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Contact Person/Telephone  
 Number: \_\_\_\_\_  
 Date of Service: \_\_\_\_\_

<b>DISQUALIFICATION OF CERTAIN BIDDERS</b>
--

**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.;
- (C) has been convicted of bid rigging or attempting to rotate 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 (G) 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 (G) above.

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

**(Please sign bid form indicating compliance)**

---

(Name of Bidder if the Bidder is an Individual)  
 (Name of Partner if the Bidder is a Partnership)  
 (Name 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 \_\_\_\_ day of \_\_\_\_\_, 2017.

---

Notary Public

**BIDDER'S CERTIFICATION FORM**

**VILLAGE OF LOMBARD  
 BIDDER'S CERTIFICATION FORM  
 (BID PROPOSAL)**

The undersigned being an authorized representative of \_\_\_\_\_,  
 (Name of Company)

(hereinafter the "Bidder") who has submitted a bid on a contract for RFB # 2017-102 to the Village of Lombard, certifies that:

1. The Bidder is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements;

2. The Bidder will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9), which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation." and

3. The Bidder will comply with 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations).

By: \_\_\_\_\_  
 Authorized Agent of Bidder

Subscribed and sworn to  
 before me this \_\_\_\_\_  
 day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
 Print Name / Title                      Date

\_\_\_\_\_  
 Notary Public

The Village of Lombard reserves the right to reject any or all bids, and to waive technicalities in bidding. *Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

\_\_\_\_\_, being first duly sworn,

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

of \_\_\_\_\_  
 (Contractor)

The party making the foregoing proposal or bid, 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.

\_\_\_\_\_  
 (Name of Bidder if the Bidder is an Individual)  
 (Name of Partner if the Bidder is a Partnership)  
 (Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
 Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
 Notary Public

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

<b>CONFLICT OF INTEREST</b>
-----------------------------

\_\_\_\_\_, 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 the Village of Lombard.

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 may disqualify the bid.

\_\_\_\_\_  
 (Name of Bidder if the Bidder is an Individual)  
 (Name of Partner if the Bidder is a Partnership)  
 (Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
 Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
 Notary Public

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

**TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn,  
deposes and says that he/ she is a/ an \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)  
of \_\_\_\_\_  
(Name of Company)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Village of Lombard 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, 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

Corporate seal

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name 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 \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
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:** \_\_\_\_\_

State of Illinois Trade License # \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Illinois Trade License # \_\_\_\_\_

.....

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Illinois Trade License # \_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**  
**NATIONAL SECURITY/USA PATRIOT ACT**

**RFB #2017-102**

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Lombard 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. CONTRACTOR further represents and warrants to the Village of Lombard that CONTRACTOR 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 Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Lombard elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Lombard elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

\_\_\_\_\_  
 Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By \_\_\_\_\_ Sign Name

\_\_\_\_\_  
 Print Name Position/Title

**APPENDIX C**  
**GOVERNMENT AGENCY**  
**PROJECT LOCATIONS**

**VILLAGE OF DOWNERS GROVE**

**DOWNERS GROVE SANITARY DISTRICT**

**VILLAGE OF LOMBARD**


**CITY OF ELMHURST**



**VILLAGE OF LOMBARD  
BIDDER'S ACKNOWLEDGMENT OF RECEIPT**

**ADDENDUM NO. 1  
RFB # 2017-102  
2017 CCTV and CLEANING**

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name..... : SHERIDAN PUMPING & SEWER, INC.  
By ..... :   
Print Name ..... : ARTHUR Amaro  
Position/Title ..... : Project Manager  
Date ..... : 3/8/2017


**Note: This Addendum shall be included with and is considered part of the bid documents. Failure to return this form may result in disqualification of the BIDDER.**

**Return a copy of this page to the VILLAGE upon receipt. Either via email to [hovingr@villageoflombard.org](mailto:hovingr@villageoflombard.org), FAX to 630-620-5982, certified mail, or courier. Include this original in your bid.**

3. **VILLAGE OF LOMBARD**  
**BIDDER'S ACKNOWLEDGMENT OF RECEIPT**

**ADDENDUM NO. 2**  
**RFB # 2017-102**  
**2017 CCTV and CLEANING**

BIDDER hereby acknowledges receipt of Addendum No. 2

Company Name..... : SHELDON PLUMBING & SEWER INC  
By ..... :   
Print Name ..... : ARTHUR AMATO  
Position/Title..... : PROJECT MANAGER  
Date ..... : 3-23-2017

**Note: This Addendum shall be included with and is considered part of the bid documents. Failure to return this form may result in disqualification of the BIDDER.**

**Return a copy of this page to the VILLAGE upon receipt. Either via email to [hovingr@villageoflombard.org](mailto:hovingr@villageoflombard.org), FAX to 630-620-5982, certified mail, or courier. Include this original in your bid.**



**Illinois Department of Transportation**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency VARIOUS  
 Section \_\_\_\_\_  
 Route Various

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements	\$	-
--	----	---

Item No.	Items	Unit	Quantity	Unit Price	Total
	CCTV INSPECTION-SANITARY 8"-12"	LF	47,877	1.55	74,209.35
	CCTV INSPECTION-SANITARY 15"-18"	LF	7,528	1.50	11,292.00
	CCTV INSPECTION-SANITARY 21"-30"	LF	19,850	1.50	29,775.00
	HEAVY CLEANING -SANITARY	LF	7,000	.50	3,500.00
	CCTV INSPECTION-STORM 4"-12"	LF	74,450	1.65	122,942.50
	CCTV INSPECTION-STORM 15"-18"	LF	48,382	1.50	72,573.00
	CCTV INSPECTION-STORM 21"-30"	LF	31,450	1.50	47,175.00
	CCTV INSPECTION-STORM 48"-72"	LF	75,000	1.50	112,500.00
	HEAVY CLEANING-STORM	LF	29,182	.75	21,886.50
	SEWER CONDITION EVALUATION	LF	39,098	.10	3,909.80
					<b>489,218.15</b>

\*The estimated quantities listed in the bid table for each community are for reference only. The Contractor is hereby made aware that the bid prices shall apply to work in all municipalities participating in this bid even if no estimated quantity is listed for that municipality.

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 herein. Failure to have read all the provisions of this solicitation shall not be cause to void 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: Beth Healy Company Name: Sheridan Plumbing & Sewer, Inc.  
 Typed/Printed Name: Beth Healy Date: 3/23/2017  
 Title: President Telephone Number: (708) 475-7100  
 E-mail: bhealy@spands

<b>PERFORMANCE REFERENCE FORM</b>
-----------------------------------

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

Municipality: City of Chicago, Department of Water Management  
 Address: 333 S. State Street  
 City, State, Zip Code: Chicago, IL 60604  
 Contact Person/Telephone Number: Jay Hidad 312-747-4680  
 Dates of Service /Awarded Amount: 2012-present 15,350,000.00

Municipality: Village of Willowbrook  
 Address: 835 Midway Drive  
 City, State, Zip Code: Willowbrook, IL 60527  
 Contact Person/Telephone Number: 630-920-2238  
 Dates of Service/Awarded Amount: 2000-Present 150,000.00

Agency: Illinois State Highway Toll Authority  
 Address: 2700 Ogden Ave  
 City, State, Zip Code: Downers Grove, IL 60515  
 Contact Person/Telephone Number: Chris Vennila 724-448-6900  
 Dates of Service/Awarded Amount: 2016 5,300,000.00

Agency: Insituform Technologies, LLC  
 Address: 11351 W. 183rd Street  
 City, State, Zip Code: Orland Park, IL 60467  
 Contact Person/Telephone Number: Kevin Coburn 630-842-8539  
 Dates of Service/Awarded Amount: 2016 550,000.00

Agency: MWRD  
 Address: 100 East Erie Street  
 City, State, Zip Code: Chicago, IL 60611  
 Contact Person/Telephone Number: Steve Whitehead 312-558-8987  
 Date of Service: 2013-present 1,650,000.00

**PERFORMANCE REFERENCE FORM**

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 /Awarded  
 Amount \_\_\_\_\_

Municipality: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Contact Person/Telephone  
 Number: \_\_\_\_\_  
 Dates of Service/Awarded  
 Amount: \_\_\_\_\_

Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Contact Person/Telephone  
 Number: \_\_\_\_\_  
 Dates of Service/Awarded  
 Amount: \_\_\_\_\_

Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Contact Person/Telephone  
 Number: \_\_\_\_\_  
 Dates of Service/Awarded  
 Amount: \_\_\_\_\_

Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Contact Person/Telephone  
 Number: \_\_\_\_\_  
 Date of Service: \_\_\_\_\_

**BIDDER'S CERTIFICATION FORM**

**VILLAGE OF LOMBARD  
BIDDER'S CERTIFICATION FORM  
(BID PROPOSAL)**

The undersigned being an authorized representative of Sheridan Plumbing & Sewer, Inc.,  
(Name of Company)

(hereinafter the "Bidder") who has submitted a bid on a contract for RFB # 2017-102 to the Village of Lombard, certifies that:

1. The Bidder is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements;

2. The Bidder will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9), which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation." and

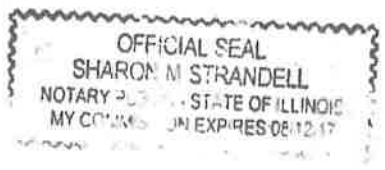
3. The Bidder will comply with 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations).

By: *Beth Healy*  
 Authorized Agent of Bidder

Beth Healy / President      3/23/2017  
 Print Name / Title                      Date

Subscribed and sworn to before me this 23rd day of March, 2017.

*Sharon M. Strandell*  
 Notary Public



The Village of Lombard reserves the right to reject any or all bids, and to waive technicalities in bidding. Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

**CONFLICT OF INTEREST**

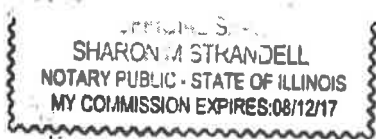
Sheridan Plumbing & Sewer, Inc., hereby certifies that

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

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 may disqualify the bid.

Beth Healy  
Beth Healy  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this 23rd day of March, 2017.



Sharon A. Strandell  
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: \_\_\_\_\_

State of Illinois Trade License # \_\_\_\_\_

Services provided by Sub-Contractor: NONE

\_\_\_\_\_  
\_\_\_\_\_

.....

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: NONE

\_\_\_\_\_  
\_\_\_\_\_

State of Illinois Trade License # \_\_\_\_\_

.....

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: NONE

\_\_\_\_\_  
\_\_\_\_\_

State of Illinois Trade License # \_\_\_\_\_

\_\_\_\_\_



Illinois Department of Transportation

Sanitary & Storm Sewer Cleaning & Closed Circuit Televising (CCTV)

Local Agency Proposal Bid Bond

Route Various

County DuPAGE

Local Agency VILLAGE OF LOMBARD,

Section RFB 2017-102

RETURN WITH BID

PAPER BID BOND

WE Sheridan Plumbing & Sewer, Inc. as PRINCIPAL,

and United Fire & Casualty Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 24th day of March 2017

Principal

Sheridan Plumbing & Sewer, Inc.

(Company Name)

By: [Signature] PRESIDENT (Signature and Title)

(Company Name)

By: \_\_\_\_\_ (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

United Fire & Casualty Company

(Name of Surety)

By: [Signature] (Signature of Attorney-in-Fact)

Kevin J. Scanlon

STATE OF ILLINOIS,

COUNTY OF WILL

I, Sherry Bacskai, a Notary Public in and for said county,

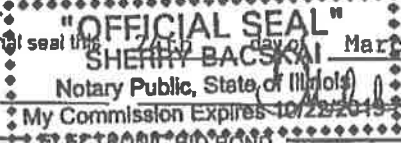
do hereby certify that

& Kevin J. Scanlon

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 24th day of March 2017



My commission expires 10/22/2019

Notary Public, State of Illinois (Notary Public)

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint KEVIN J. SCANLON, OR GARY A. EATON, OR ROBERT W. KEGLEY, JR., OR R.L. MCWETHY, ALL INDIVIDUALLY OF NEW LENOX IL

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 8th day of March, 2018 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 8th day of March, 2016

UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

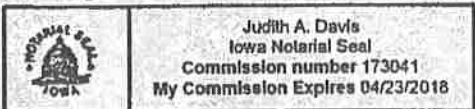
By: *Dennis J. Richman* Vice President



State of Iowa, County of Linn, ss:

On 8th day of March, 2016, before me personally came Dennis J. Richman

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Davis* Notary Public  
My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 24th day of March, 2017.



By: *David A. Lange*  
Secretary, UF&C  
Assistant Secretary, UF&I/FPIC

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

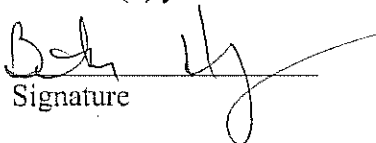
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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

  
Signature

Beth Healy (President)  
Print Name

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

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**APPENDIX A  
AGREEMENT ACCEPTANCE**

**RFB #2017-102  
SANITARY AND STORM SEWER  
CLOSED CIRCUIT TELEVISION (CCTV)  
INSPECTION AND CLEANING**

**ACCEPTANCE**

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **the Village of Downers Grove** ("Owner") this \_\_\_\_\_ day of June, 2017.

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 \$28,922.50, 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: \_\_\_\_\_