

VILLAGE OF DOWNERS GROVE
Report for the Village
10/2/2018

SUBJECT:	SUBMITTED BY:
Storm Sewer Maintenance Services	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a three-year contract for Storm Sewer Maintenance Services to Sheridan Plumbing and Sewer, Inc. of Bedford Park, Illinois in the amount of \$522,100.39.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The cost for FY18 for this project is estimated at \$92,000. The FY18 budget includes \$82,000 in the Stormwater Fund (Page 4-29, Line 21) for this project. There is sufficient fund balance for the additional amount.

RECOMMENDATION

Approval on the October 2, 2018 consent agenda.

BACKGROUND

This project is a component of the 2018 -2020 Storm Water Maintenance Program. The scope of this project includes closed circuit television inspection and cleaning of approximately 135,700 linear feet of storm sewer pipe and the cleaning and inspection of 1,360 storm sewer structures. A Call for Bids for storm sewer maintenance services was issued in accordance with the Village's Purchasing Policy. Contractors were asked to provide prices for three years. The bids received are summarized in the following table:

Three Year Contract Summary

Service Provider	Bid Price 2018	Bid Price 2019	Bid Price 2020	3-Year Contract Total	
Sheridan Plumbing & Sewer, Inc – Bedford Park, IL	\$91,621.85	\$166,284.26	\$264,194.28	\$522,100.39	Low Bid
Visu-Sewer of Illinois – Bridgeview, IL	\$128,910.17	\$234,240.39	\$408,317.10	\$771,467.66	
Michels Pipe Service - Brownsville, WI	\$135,928.70	\$253,658.50	\$434,507.40	\$824,094.60	

The lowest responsive and responsible bidder is Sheridan Plumbing and Sewer, Inc. They previously held the contract in 2017 and were responsive and met the project specifications. Staff is confident that their work will meet the specifications required by the Village.

ATTACHMENTS

Contract Documents
Contractor Evaluation

Village of Downers Grove



CALL FOR BIDS

- I. Name of Company Bidding: Sheridan Plumbing & Sewer, Inc.
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-54-2018/mcg
 - B. For: STORM SEWER MAINTENANCE SERVICES
 - C. Bid Opening Date/Time: September 5, 2018, 10:00am
 - D. Pre-Bid Conference Date/Time: August 29, 2018, 10:00am
- III. Required of All Bidders:
- A. Bid Deposit: N/A
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: Required

Legal Advertisement Published: August 21, 2018

Date Issued: August 21, 2018

This document comprises 41 pages

Return (1) original and (1) CD or Flash Drive of proposal in a **sealed envelope** marked with the
Proposal Number as noted above to:

MEGAN MILES
ASSISTANT TO THE VILLAGE MANAGER
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE, DOWNERS GROVE, IL 60515
PHONE 630-493-8875 FAX 630-434-5571
www.downers.us



HUB International Midwest

1411 Opus Place, Suite 450
Downers Grove, IL 60515
(630) 488-5800
www.hubinternational.com

August 30, 2018

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

Re: Bond Capacity for Storm Sewer Maintenance Services Bid No. CFB-0-2018/meg

To Whom It May Concern,


Sheridan Plumbing & Sewer, Inc., is regarded as a valued client of United Fire & Casualty Company, an Iowa Corporation and licensed to do business in the state of Illinois and has a Best Rating of A X.

Sheridan Plumbing & Sewer, Inc. has a bonding capacity to bid single projects up to \$10,000,000.00 and \$30,000,000.00 aggregate. At the request of Sheridan Plumbing & Sewer, Inc., it is our intention to continue to provide them with Performance and Payment Bonds on future contracts, subject to our normal underwriting standards. It is understood that a surety relationship is strictly a matter between the surety and the principal and we cannot be held responsible to any third parties or to our principal itself if for whatever reason we elect not to execute a bond.

United Fire & Casualty Company has every confidence in Sheridan Plumbing & Sewer, Inc., and look forward to a long and lasting relationship.

Thank you,

United Fire & Casualty Company



Kevin J. Scanlon, Attorney-in-fact

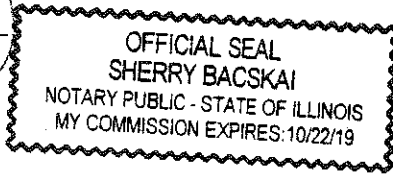
State of Illinois }
 } ss.
 County of DuPage }

On August 30, 2018, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kevin J. Scanlon known to me to be Attorney-in-Fact of United Fire and Casualty Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 10/22/2019

Sherry Bacskai
 Sherry Bacskai, Notary Public





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA.

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

CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company - See Certification)

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 their true and lawful Attorney-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 \$100,000,000.00

Surety Bond Number Letter
Principal: Sheridan Plumbing & Sewer, Inc.
Obligee: Village of Downers Grove

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 is continuous and shall remain in full force and effect until 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 19th day of December, 2017

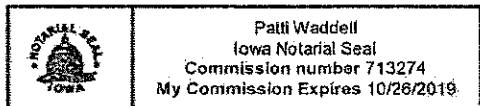
UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:

On 19th day of December, 2017, before me personally came Dennis J. Richmann 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.



Patti Waddell Notary Public
My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant 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 30th day of August 20 18

By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC



Village of Downers Grove

**CALL FOR BIDS**

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Proposal Number as noted above to:

MEGAN MILES

ASSISTANT TO THE VILLAGE MANAGER

VILLAGE OF DOWNERS GROVE

801 BURLINGTON AVENUE, DOWNERS GROVE, IL 60515

PHONE 630-493-8875 FAX 630-434-5571

www.downers.us

CALL FOR BIDS

Bid No.: CFB-0-54-2018/meg

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

SPECIFICATIONS MUST BE MET AT THE TIME THE BID IS DUE.

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

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

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

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

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

Storm Sewer Cleaning

CFB-0-54-2018/meg

August, 30 2018

ITEM AND DESCRIPTION:

1. **CHANGE**
MANDATORY PRE-BID CONFERENCE:
September 5, 2018 at 10:00am, 5101 Walnut Avenue, Downers
Grove IL 60515
2. **CHANGE**
Bid Due Date: September 12, 2018 at 10:00am

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 2

FOR

Storm Sewer Cleaning

CFB-0-54-2018/meg

September 5, 2018

ITEM AND DESCRIPTION:

1. **CHANGE**
BID DOCUMENT COVER PAGE CHANGE
Return (1) original and (1) CD or Flash Drive of proposal in a sealed envelope marked with the Proposal Number as noted above to:

JOHN TUCKER
STREETS DIVISION MANAGER - TECH SERVICES
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE, DOWNERS GROVE, IL 60515
PHONE 630-434-5466 FAX 630-434-5495
www.downers.us

2. **CHANGE**
Page 33 -
24-Hour Emergency Response: Must be on scene within 4 hours of notification.

Village of Downers Grove

I. CALL FOR BIDS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to September 5, 2018, 10:00am.
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Megan Miles, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

2. PREPARATION OF BID

- 2.1 It is the responsibility of the Bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Bid including any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not

Village of Downers Grove

be reimbursed by the Village.

- 2.5 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. SUBMISSION OF BID

- 4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.

- 4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her Bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

5. MODIFICATION OR WITHDRAWAL OF BID

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

Village of Downers Grove

submitting Bids. Bids may not be withdrawn after the Bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the Bid opening, unless otherwise specified.

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

6. REJECTION OF BIDS

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

7. COMPETENCY OF BIDDER

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

8. DISQUALIFICATION OF BIDDERS

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
 - 8.1.2 Evidence of collusion among Bidders.
 - 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
 - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
 - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
 - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
 - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

Village of Downers Grove

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

- 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract.
- 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

- 9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.
- 9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

10. AWARD OF CONTRACT

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

11. RETURN OF BID DEPOSIT

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

12. FAILURE TO ENTER INTO CONTRACT

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

13. SECURITY FOR PERFORMANCE

- 13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of his Bid by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided

Village of Downers Grove

by the Village and available from the Village's Purchasing Manager. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Bidder shall submit with the Bid either a letter executed by its surety company indicating the Bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Bidder.**

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS

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

17. TRADE NAMES/SUBSTITUTIONS

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

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

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

19. USE OF VILLAGE'S NAME

Village of Downers Grove

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

20. INSPECTION

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

21. DELIVERIES

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

22. SPECIAL HANDLING

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

23. COMPLIANCE WITH OSHA STANDARDS

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

24. CERCLA INDEMNIFICATION

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

25. BUY AMERICA

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

25.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid

Village of Downers Grove

submission, an executed Buy America Certificate, attached hereto.

26. CAMPAIGN DISCLOSURE

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

27. BACKING PRECAUTIONS

- 27.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS

- 28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

29. COPYRIGHT/PATENT INFRINGEMENT

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

Village of Downers Grove

30. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

31. NONDISCRIMINATION

- 31.1 Bidder shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Bid, the Bidder certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.
- (c) It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

32. SEXUAL HARASSMENT POLICY

- 32.1 The Bidder or Supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the Bidder's internal complaint process including penalties;
- 32.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

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

33. EQUAL EMPLOYMENT OPPORTUNITY

- 33.1 In the event of the Bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Bidder agrees as follows:
- 33.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 33.3 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 33.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 33.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 33.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

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- 33.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 33.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.
- 34. DRUG FREE WORK PLACE**
- Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 34.1 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 bidder'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.
- 34.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder'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.
- 34.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.
- 34.5 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.
- 34.6 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.

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

35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

36. PREVAILING WAGE ACT

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

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

36.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Bidder 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.

36.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job

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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.

- 36.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 36.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

37. PATRIOT ACT COMPLIANCE

- 37.1 The Bidder 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 Bidder further represents and warrants to the Village that the Bidder 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 Bidder 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.

38. INSURANCE REQUIREMENTS

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

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

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

- 38.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 38.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 38.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do

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business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Contract pursuant to its terms.

- 38.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 38.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 38.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

39. SUBLETTING OF CONTRACT

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

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

40. TERM OF CONTRACT

- 40.1 The term of this Contract will be for three (3) years unless terminated sooner in accordance

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with paragraph 41.

41. TERMINATION OF CONTRACT

- 41.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 41.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

42. BILLING & PAYMENT PROCEDURES

- 42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 42.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 42.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 42.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

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43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE

- 43.1 The relationship between the Village and the Bidder is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

44. STANDARD OF CARE

- 44.1 Any services performed by Bidder under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract or in any report, opinions, and documents or otherwise.
- 44.2 If the Bidder fails to meet the foregoing standard, Bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Bidder's failure to comply with the above standard and reported to Bidder within one (1) year from the completion of Bidder's services for the Project.
- 44.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Bidder during construction or equipment installation or the furnishing of Project representatives shall not make Bidder responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contractor(s') failure to perform its work in accordance with contract documents.

45. SUCCESSORS AND ASSIGNS

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

46. WAIVER OF CONTRACT BREACH

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

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47. CHANGE ORDERS

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

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

48. SEVERABILITY OF INVALID PROVISIONS

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

49. GOVERNING LAW

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

50. NOTICE

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

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

And to the Bidder as specified on the Contract Form.

51. AMENDMENT

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

52. COOPERATION WITH FOIA COMPLIANCE

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

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III. DETAILED SPECIFICATIONS**GENERAL SCOPE OF WORK**

Intent: The Village of Downers Grove desires to enter into a contract for Storm Sewer Maintenance Services. The contract includes cleaning and inspection of Village Storm Sewer System and corresponding manholes, catch basins and inlets, etc. This Call for Bid is open to all contractors actively engaged in supplying the services as specified herein. Bidders will be required to demonstrate their capabilities through references or by means acceptable to the Village.

Scope of Work: The contractor shall be responsible for all services required to perform the Storm Sewer Maintenance Services and shall provide and furnish all labor, materials, necessary tools, equipment, supplies and vehicles to complete the contract. Work will generally consist of flushing and cleaning of the storm sewer system, as well as televising and inspection services following all cleaning. The Village shall furnish the contractor with maps with locations of the storm sewer system to be cleaned, televised and inspected.

References: Bidders must submit with their bids a list of not less than five (5) current customers, including names and the addresses of facilities maintained by the prospective firm, and contact persons, with their daytime phone number, that can speak to the quality of services provided by the contract firm.

Contract Supervision: This contract will be under the direction of the Contract Administrator and detailed supervision of the contract shall be provided by the Contract Administrator or his authorized representatives. No claims for any extra work or materials shall be allowed without written authorization from the Contract Administrator.

Working Hours: The Contractor will be allowed to schedule normal work hours between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Work during other hours will be allowed only as authorized by the Contract Administrator.

Right to Change Scope of Work: The quantities shown on the Bid Sheet are only for an illustrative purpose to enable the Village to uniformly evaluate bids. The amount of work detailed on the Bid Sheet is based on the Village's average experience. The Contractor should not assume that the figures represent a guaranteed amount of work. Due to budget restrictions, the Village reserves the right to add or delete from the contract as required. No adjustments in contract unit prices or additional compensation will be made for decreases in the quantities or services from the contract. Quantities for each item are estimates only and may be altered.

Contractors Representatives: The Contractor shall provide a competent supervisor on the job at all times, who shall have full authority to act for the contractor and to receive and execute directives from the Contract Administrator. Any instructions given to such supervisor executing work for the Contractor shall be binding on the Contractor as though given to the Contractor personally. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety

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hazards. The Contractor's supervisor must be proficient in the use and interpretation of the English language.

Safety: The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall abide by all EPA and OSHA safety standards and regulations. **THE VILLAGE OF DOWNERS GROVE IS NOT RESPONSIBLE FOR SITE SAFETY. THE CONTRACTOR IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE MEANS, METHODS, AND TECHNIQUES AND ALL SITE SAFETY.**

Subcontracts: Subcontractors are subject to approval. The subcontractor, as approved, shall be bound by the conditions of the contract between the Village and the Contractor and shall perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

Storm Sewer and Storm Structure Cleaning

General – Provide all labor, material, tools, equipment and appurtenances necessary to provide the cleaning of storm sewer pipes, manholes, catch basins and inlets.

Storm Sewer Pipe Cleaning – 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).

Storm Sewer Structure Cleaning - Remove internal deposits from the catch basin or storm sewer structures, using acceptable sewer cleaning techniques. The cleaning operation shall remove all debris that would collect within the Storm Sewer Structure. Manholes, catch basins and inlets shall be classified as storm sewer structures. Not all storm sewer structures on the map will need to be cleaned. It will be at the Contractors discretion if a structure has no debris to be removed from it. This will then be listed as a checked item only and not subject to cleaning and payment of such.

Heavy Cleaning

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

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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 Village.

Inspections

The Contractor shall ensure that all structures submitted for payment will be free from debris upon completion of the cleaning work. A spreadsheet of all structures that were cleaned and that were not cleaned with Village ID numbers shall be required for payment.

Closed-Circuit Television (CCTV) Inspection

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 storm sewers at a picture quality to the satisfaction of the Director of Public Works or his/her designee.

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.

Deliverables – The contractor shall provide thumb drives and computer generated inspection logs of each individual inspection. In addition, the contractor shall provide to the Village a field mark-up of any clarifications to the sewer system configuration as shown on the Village'

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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. Village 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 Village's name and the project title. Each inspection recording shall begin with a verbal explanation of the current date, project name, 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.

Sewer Condition Evaluation

Village of Downers Grove

General – The contractor shall review each CCTV inspection and log for the storm sewers, identify deficiencies in the storm sewers and manholes in need of repair, and recommend sewer rehabilitation to correct each identified deficiency. The contractor shall provide a storm 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.

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 Downers Grove forms, abbreviations to be used on the forms, and sewer repair strategies.
- 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. Village of Downers Grove will provide unique sewer line segments, if available, upstream manhole, downstream manhole to contractor. This information is to be used on all deliverables.

Village of Downers Grove

Deliverables – The contractor shall provide the Village of Downers Grove with a copy of each “Sewer Footage Review” and “Sewer Repair” form. Forms shall be bound in packets corresponding to each CCTV inspection.

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 Village of Downers Grove.

Method of Measurement – This item will be measured in linear feet of CCTV sewer inspection reviewed from manhole to manhole.

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.

Use of Village Water

Description: If the Contractor elects to fill up at the designated hydrant locations within the Village they will need to contact the Village Water Operator for permit, fees, meter and location of hydrants that can be used.

All questions concerning the bid shall be submitted in writing at least five working days prior to the bid opening via fax or email to the attention of Megan Miles, (630) 493-8875 or mmiles@downers.us. A written response in the form of an addendum will be issued.

IV. BID/CONTRACT FORM

Storm Sewer Maintenance Services - 2018

Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 8in to 12in - ROW	Linear Foot	5769	\$ 2.25	\$ 12,980.25
CCTV Inspection & Pipe Cleaning – 15in to 18in - ROW	Linear Foot	1788	\$ 2.00	\$ 3,576.00
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection &		2189	2.00	\$ 4,378.00

Village of Downers Grove

Pipe Cleaning – 21in to 30in - ROW	Linear Foot		\$	
CCTV Inspection & Pipe Cleaning – 36in to 72in - ROW	Linear Foot	327	\$ 2.00	\$ 654.00
CCTV Inspection & Pipe Cleaning – Unknown - ROW	Linear Foot	459	\$ 2.00	\$ 918.00
Total Pipe Cleaning & Inspection - ROW				\$ 22,506 ²⁵
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 8in to 12in – Rear/Side Yard	Linear Foot	8209	\$ 3.60	\$ 29,552 ⁴⁰
CCTV Inspection & Pipe Cleaning – 15in to 18in – Rear/Side Yard	Linear Foot	1037	\$ 3.40	\$ 3,525 ⁸⁰
CCTV Inspection & Pipe Cleaning – 21in to 30in – Rear/Side Yard	Linear Foot	2414	\$ 3.40	\$ 8,207 ⁶⁰
CCTV Inspection & Pipe Cleaning – 36in to 72in – Rear/Side Yard	Linear Foot	1330	\$ 3.40	\$ 4,522 ⁰⁰
CCTV Inspection & Pipe Cleaning – Unknown – Rear/Side Yard	Linear Foot	562	\$ 3.40	\$ 1,910.80
Total Pipe Cleaning & Inspection – Rear/Side Yard				\$ 47,718 ⁶⁰
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
Inlet Cleaning	Each	92	50.00	4,600.00

Village of Downers Grove

Inlet Inspection	Each	92	\$ 30.00	\$ 2,760.00
Manhole Cleaning	Each	130	\$ 50.00	\$ 6,500.00
Manhole Inspection	Each	130	\$ 40.00	\$ 5,200.00
Catch Basin Cleaning	Each	1	\$ 287.00	\$ 287.00
Catch Basin Inspection	Each	1	\$ 50.00	\$ 50.00
Total Cleaning & Inspection				\$ 89,621.85
Sewer Condition Evaluation 2018				\$ 2,000.00
2018 TOTAL NET BID				\$ 91,621.85

Storm Sewer Maintenance Services - 2019

Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 8in to 12in - ROW	Linear Foot	12,628	\$ 2.45	\$ 30,938 ⁶⁰
CCTV Inspection & Pipe Cleaning – 15in to 18in - ROW	Linear Foot	3240	\$ 2.06	\$ 6,674 ⁴⁰
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 21in to 30in - ROW	Linear Foot	184	\$ 2.06	\$ 379.04
CCTV Inspection & Pipe Cleaning – 36in to 72in - ROW	Linear Foot	2811	\$ 2.06	\$ 5,790 ⁶⁶
CCTV Inspection & Pipe Cleaning –	Linear Foot	771	\$ 2.06	\$ 1,588 ²⁶

Village of Downers Grove

Unknown - ROW				
Total Pipe Cleaning & Inspection - ROW				\$ 45,370 ⁹⁶
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 8in to 12in – Rear/Side Yard	Linear Foot	11,459	\$ 3.70	\$ 42,398
CCTV Inspection & Pipe Cleaning – 15in to 18in – Rear/Side Yard	Linear Foot	2200	\$ 3.50	\$ 7,700 ⁻
CCTV Inspection & Pipe Cleaning – 21in to 30in – Rear/Side Yard	Linear Foot	2991	\$ 3.50	\$ 10,468 ⁵⁰
CCTV Inspection & Pipe Cleaning – 36in to 72in – Rear/Side Yard	Linear Foot	3379	\$ 3.50	\$ 11,826 ⁵⁰
CCTV Inspection & Pipe Cleaning – Unknown – Rear/Side Yard	Linear Foot	1520	\$ 3.50	\$ 5,320 ⁻
Total Pipe Cleaning & Inspection – Rear/Side Yard				\$ 77,713 ³⁰
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
Inlet Cleaning	Each	193	\$ 50.00	\$ 9,650 ⁻
Inlet Inspection	Each	193	\$ 30.00	\$ 5,790.00
Manhole Cleaning	Each	204	\$ 50.00	\$ 10,200.00
Manhole Inspection	Each	204	\$ 40.00	\$ 8,160.00
Catch Basin				

Village of Downers Grove

Cleaning	Each	23	\$ 250 ⁻	\$ 5,750 ⁻
Catch Basin Inspection	Each	23	\$ 50 ⁻	\$ 1,150 ⁻
Total Cleaning & Inspection				\$ 6,900 ⁻
Sewer Condition Evaluation 2019				\$ 2,860 ⁻
2019 TOTAL NET BID				\$ 9,760 ⁻

Storm Sewer Maintenance Services - 2020

Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 8in to 12in - ROW	Linear Foot	15,850	\$ 2.45	\$ 38,832 ⁵⁰
CCTV Inspection & Pipe Cleaning – 15in to 18in - ROW	Linear Foot	9504	\$ 2.06	\$ 19,578 ²⁹
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 21in to 30in - ROW	Linear Foot	11,209	\$ 2.06	\$ 23,090 ⁵⁹
CCTV Inspection & Pipe Cleaning – 36in to 72in - ROW	Linear Foot	7591	\$ 2.06	\$ 15,437 ⁴⁶
CCTV Inspection & Pipe Cleaning – Unknown - ROW	Linear Foot	1999	\$ 2.06	\$ 4,117 ⁹⁴
Total Pipe Cleaning & Inspection - ROW				\$ 101,256 ⁶⁸
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
CCTV Inspection & Pipe Cleaning – 8in to 12in – Rear/Side Yard	Linear Foot	10,535	\$ 3.70	\$ 38,979 ⁵⁰

Village of Downers Grove

CCTV Inspection & Pipe Cleaning – 15in to 18in – Rear/Side Yard	Linear Foot	4872	\$ 3.70	\$ 18,026 ⁴⁰
CCTV Inspection & Pipe Cleaning – 21in to 30in – Rear/Side Yard	Linear Foot	4567	\$ 3.70	\$ 16,897 ⁹⁰
CCTV Inspection & Pipe Cleaning – 36in to 72in – Rear/Side Yard	Linear Foot	2434	\$ 3.70	\$ 9,005 ⁸⁰
CCTV Inspection & Pipe Cleaning – Unknown – Rear/Side Yard	Linear Foot	1090	\$ 3.70	\$ 4,033 ⁰⁰
Total Pipe Cleaning & Inspection – Rear/Side Yard				\$ 86,942 ⁶⁰
Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
Inlet Cleaning	Each	335	\$ 50.00	\$ 16,750.00
Inlet Inspection	Each	335	\$ 35.00	\$ 11,725.00
Manhole Cleaning	Each	344	\$ 50.00	\$ 17,200.00
Manhole Inspection	Each	344	\$ 45.00	\$ 15,480.00
Catch Basin Cleaning	Each	37	\$ 265.00	\$ 9,805.00
Catch Basin Inspection	Each	37	\$ 55.00	\$ 2,035.00
Total Cleaning & Inspection				\$ 261,194 ²⁸
2020 TOTAL NET BID				\$ 264,194 ²⁸
Sewer Condition Evaluation 2020				\$ 3,000.00
2018-2020 Total Net Bid				\$ 522,100 ³⁹
Hourly Rate for Heavy Cleaning				\$ 470.00
Hourly Rate for Emergency Response				\$ 525.00

Village of Downers Grove

IV. BID/CONTRACT FORM

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

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

BIDDER:

Sheridan Plumbing & Sewer, Inc.

Company Name

6754 W. 74th Street

Street Address of Company

Bedford Park, IL 60638

City, State, Zip

(708) 475-7100

Business Phone

(708) 475-7138

Fax

Date: 9/12/2018

bhealy@spands.com

Email Address

Beth Healy

Contact Name (Print)

Joe Romeo (312) 437-8300

24-Hour Telephone

Signature of Officer, Partner or Sole Proprietor

Beth Healy / President

Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary Project Manager

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

Village of Downers Grove

MUNICIPAL REFERENCE LIST

Municipality: City of Chicago
 Address: 3200 Pershing Road, Chicago, IL
 Telephone # (312) 747-4680
 Contact Name Jay Haded

Municipality City of Elmhurst
 Address: 209 N. York Road, Elmhurst IL 60126
 Telephone # (630) 530-3036
 Contact Name Chris Dufort

Municipality: Village of Worth
 Address: 7112 W. 111th Street, Worth IL
 Telephone # (815) 412-2023
 Contact Name Martin King

Municipality: Village of Downers Grove
 Address: 801 Burlington Ave, Downers Grove IL 60515
 Telephone # 630-434-5466
 Contact Name John Tucker

Municipality: Village of Lombard
 Address: 255 E. Wilson Ave, Lombard IL
 Telephone # (630) 620-5740
 Contact Name Brian Jack

Municipality: Illinois State Toll Highway Authority
 Address: 2700 Ogden Ave, Downers Grove IL
 Telephone # (630) 254-6800
 Contact Name Carlos Tibbs

Municipality Village of Willowbrook
 Address: 835 Midway Drive, Willowbrook IL 60527
 Telephone # (630) 514-3329
 Contact Name A. J. Pisaro

Municipality Village of Indian Head Park
 Address: 11308 W. 70th Place, Indian Head Park, IL 60525
 Telephone # (630) 291-4440
 Contact Name Kyle O'Conner

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Sheridan Plumbing & Sewer, Inc.
ADDRESS: 6754 W. 74th Street
CITY: Bedford Park
STATE: Illinois
ZIP: 60638
PHONE: (708) 475-7100 FAX:
TAX ID #(TIN): 04-3794598

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME:
ADDRESS:
CITY:
STATE: ZIP:

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature] DATE: 9/12/2018

Village of Downers Grove

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Storm Sewer Maintenance Services, Bidder Sheridan Plumbing & Sewer, Inc hereby certifies
(Name of Project) (Name of Bidder)
the following:

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

Village of Downers Grove

BIDDER'S CERTIFICATION (page 2 of 3)

of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: Beth Healy Beth Healy
Bidder's Authorized Agent

0 4 - 3 7 9 4 5 9 8

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this _____ day of _____,
20__.

Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Beth Healy

Secretary: Beth Healy

Treasurer: Beth Healy

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

Village of Downers Grove

BIDDER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

INSURER'S NAME United Fire & Casualty Company

AGENT HUB International Midwest

Street Address 1411 Opus Place, Suite 450

City, State, Zip Code Downers Grove, IL 60515

Telephone Number (630) 468-5600

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

Print Name of Company: Sheridan Plumbing & Sewer, Inc.

Print Name and Title of Authorizing Signature: Beth Healy / President

Signature: 

Date: 9/12/2018

Village of Downers Grove

Apprenticeship and Training Certification

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

Name of Bidder: Sheridan Plumbing & Sewer, Inc

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

Multiple horizontal lines for listing program sponsors and work categories.

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

Print Name and Title of Authorizing Signature: Beth Healy / President

Signature: 

Date: 9/12/2018

Chicagoland
LABORERS'
 District Council Training & Apprentices Fund

www.chicagolaborers.org

42-L

28 December 2016

Executive Director

Thomas Nordeen

Art Aimaro
 Sheridan Plumbing & Sewer
 6754 W 74th Street
 Bedford Park, IL 60638

Labor Trustees

James P. Connolly
 Martin Flanagan
 Joseph V. Healy
 Charles V. LoVerde III
 Joe Riley

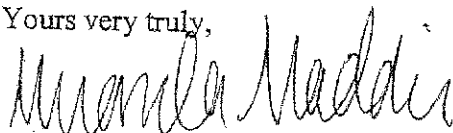
Dear Mr. Aimaro:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Sheridan Plumbing & Sewer is indeed signatory to the Chicago Laborers District Council, contributes to the Laborers Apprenticeship Fund and their active account is current.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,



Miranda Maddie
 Office Manager

Carol Stream Location

1200 Old Gary Avenue
 Carol Stream IL 60188
 630.653.0006

LiUNA!

Feel the Power

Chicago Location

5700 West Homer Street
 Chicago IL 60639
 773.413.3315

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' J.A.T.C.

Canal Street, Illinois

for the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship established by the Secretary of Labor

April 12, 1999

Date REVISED August 13, 2004

IL 017990001

Registration No.



R. J. Chas

Secretary of Labor

Anthony Suro

Administrator, Apprenticeship Training, Employer and Labor Services

Village of Downers Grove

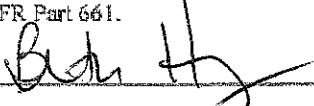
BUY AMERICA CERTIFICATION

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

Instructions:

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

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

<u>Certificate of Compliance</u>	
The bidder or offeror hereby certifies that it <u>will</u> meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.	
Signature _____	
Company Name _____	Sheridan Plumbing & Sewer, Inc.
Title _____	President
Date _____	9/12/2018

<u>Certificate of Non-Compliance</u>	
The bidder or offeror hereby certifies that it <u>cannot</u> comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.	
Signature _____	_____
Company Name _____	_____
Title _____	_____
Date _____	_____

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

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

Village of Downers Grove

Suspension or Debarment Certificate
--

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

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

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

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

Company Name: Sheridan Plumbing & Sewer, Inc.

Address: 6754 W. 74th Street

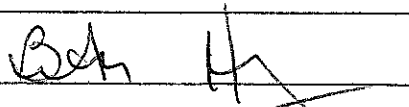
City: Bedford Park

Zip Code: 60638

Telephone: (708) 475-7100

Fax Number: (708) 475-7138

E-mail Address: bhealy@spands.com

Authorized Company Signature: 

Print Signature Name: Beth Healy

Title of Official: President

Date: 9/12/2018

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.

Beth Healy
Signature

Beth Healy
Print Name

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

Print the following information:

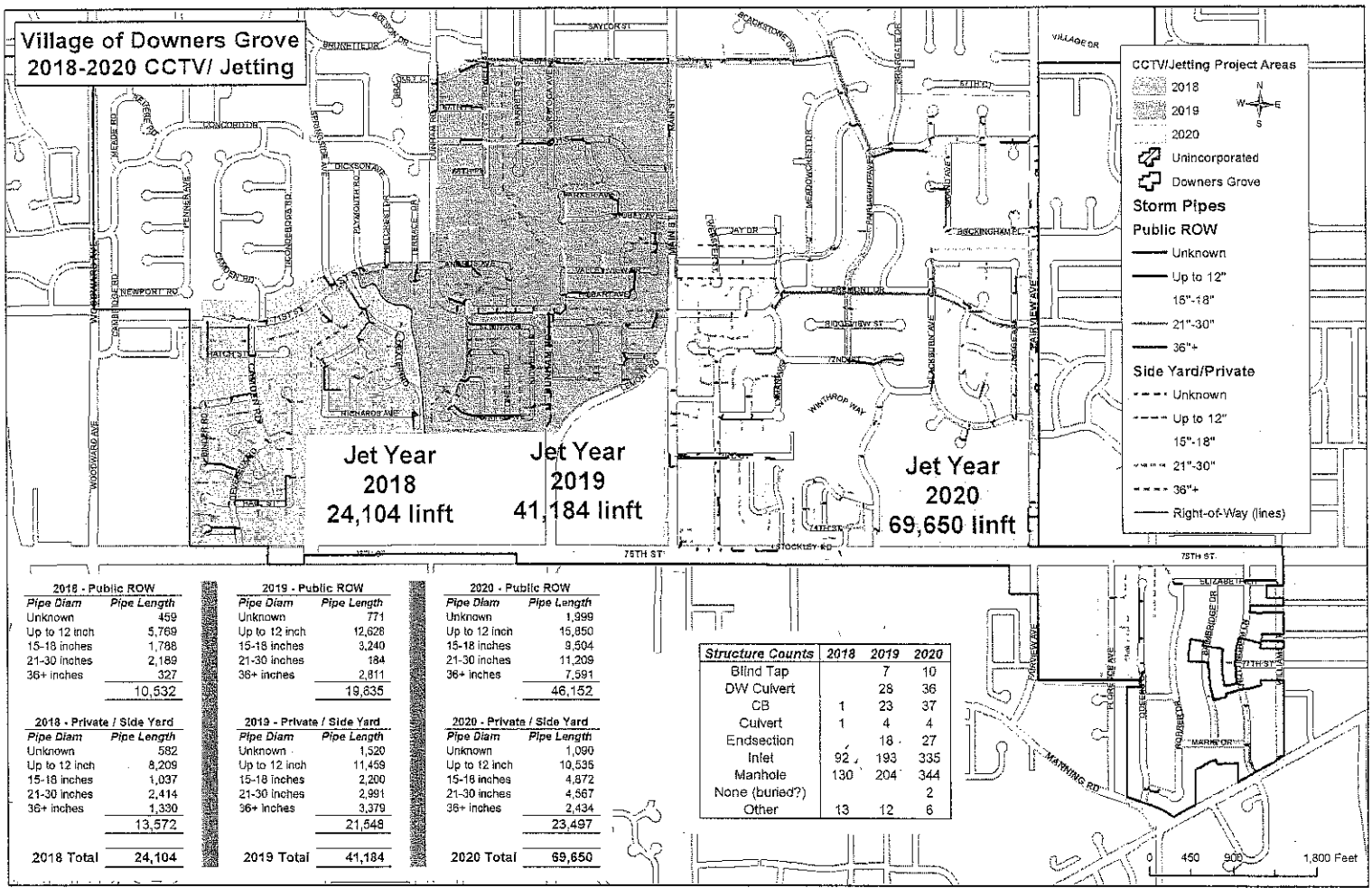
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



**Village of Downers Grove
2018-2020 CCTV/ Jetting**

CCTV/Jetting Project Areas

- 2018
- 2019
- 2020
- Unincorporated
- Downers Grove

Storm Pipes

Public ROW

- Unknown
- Up to 12"
- 15"-18"
- 21"-30"
- 36"+

Side Yard/Private

- Unknown
- Up to 12"
- 15"-18"
- 21"-30"
- 36"+
- Right-of-Way (lines)

Jet Year 2018
24,104 linft

Jet Year 2019
41,184 linft

Jet Year 2020
69,650 linft

2018 - Public ROW

Pipe Diam	Pipe Length
Unknown	459
Up to 12 inch	5,769
15-18 inches	1,788
21-30 inches	2,189
36+ inches	327
Total	10,532

2018 - Private / Side Yard

Pipe Diam	Pipe Length
Unknown	582
Up to 12 inch	8,209
15-18 inches	1,037
21-30 inches	2,414
36+ inches	1,330
Total	13,572

2018 Total **24,104**

2019 - Public ROW

Pipe Diam	Pipe Length
Unknown	771
Up to 12 inch	12,628
15-18 inches	3,240
21-30 inches	184
36+ inches	2,811
Total	19,635

2019 - Private / Side Yard

Pipe Diam	Pipe Length
Unknown	1,520
Up to 12 inch	11,459
15-18 inches	2,200
21-30 inches	2,991
36+ inches	3,379
Total	21,549

2019 Total **41,184**

2020 - Public ROW

Pipe Diam	Pipe Length
Unknown	1,999
Up to 12 inch	15,850
15-18 inches	9,504
21-30 inches	11,209
36+ inches	7,591
Total	46,152

2020 - Private / Side Yard

Pipe Diam	Pipe Length
Unknown	1,090
Up to 12 inch	10,535
15-18 inches	4,872
21-30 inches	4,567
36+ inches	2,434
Total	23,497

2020 Total **69,650**

Structure Counts

	2018	2019	2020
Blind Tap	7	10	
DW Culvert	28	36	
CB	1	23	37
Culvert	1	4	4
Endsection	18	27	
Inlet	92	193	335
Manhole	130	204	344
None (buried?)			2
Other	13	12	6



Village of Downers Grove

Contractor Evaluation

Contractor: Sheridan Plumbing & Sewer, Inc.

Project: 2017 Storm Sewer Cleaning & CCTV

Primary Contact: Art Aimaro 708-475-7100

Time Period: July – August 2017

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: _____

Change Orders (attach information if needed): See Attached Change Order PW30.01342

Difficulties / Positives:

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: John Tucker Streets Division Manager Technical Services

Date: 9-30-17