

VILLAGE OF DOWNERS GROVE
Report for the Village
10/11/2022

SUBJECT:	SUBMITTED BY:
Award of Contract – Underground Storage Tank Removal (FL-002)	Andy Sikich Public Works Director

SYNOPSIS

A motion is requested to award a contract for the E85 Underground Storage Tank removal project to R.W. Collins Company of Chicago, Illinois in the amount of \$28,880.50, which includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY22 budget includes \$50,000 for this work in the Capital Improvements Fund.

RECOMMENDATION

Approval on the October 11, 2022 consent agenda.

BACKGROUND

The project consists of removing the decommissioned E85 underground storage tank at the Village's fuel island located at the Public Works Facility. The tank must be removed by May 2023 to comply with State Fire Marshall requirements.

A call for bids (CFB) was issued in accordance with the Village's Purchasing Policy. Two bids were received on September 28, 2022 and a synopsis of the bids is as follows:

Contractor	Total Bid	
R.W. Collins Company	\$26,255.00	Low Bid
Stiles, Inc.	\$55,200.00	

Staff received positive references for R.W. Collins for similar work in our area. Staff recommends award of this contract to R.W. Collins Company.

ATTACHMENTS

Contract Documents

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: October 11, 2022
(Name)

RECOMMENDATION FROM: _____ FILE REF: _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for underground storage tank removal with R.W. Collins Company in the amount of \$26,255 plus 10% contingency in the amount of \$2,625.50 for a total not-to-exceed \$28,880.50.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for underground storage tank removal with R.W. Collins Company in the amount of \$26,255 plus 10% contingency in the amount of \$2,625.50 for a total not-to-exceed \$28,880.50.

RECORD OF ACTION TAKEN:



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: RW Collins Company
- II. Instructions and Specifications:
- | | |
|----------------------------------|--|
| A. Bid No.: | CFB-92-0-2022/DM |
| B. For: | UST REMOVAL |
| C. Bid Opening Date/Time: | <u>SEPTEMBER 28, 2022 @ 10:00 A.M.</u> |
| D. Pre-Bid Conference Date/Time: | SEPTEMBER 21, 2022 @10:00 A.M.-
MANDATORY |
| E. Pre-Bid Conference Location: | 5101 WALNUT AVENUE, Downers Grove,
IL 60515 |
- III. Required of All Bidders:
- | | |
|--|-----|
| A. Bid Deposit: | 10% |
| B. Letter of Capability of Acquiring Performance Bond: | YES |
- IV. Required of Awarded Contractor(s)
- | | |
|--|-----|
| A. Performance Bond or Letter of Credit: | YES |
| B. Certificate of Insurance: | YES |

Legal Advertisement Published: SEPTEMBER 14, 2022

This document comprises 64 pages.

RETURN ORIGINAL BID (NO STAPLES) IN SEALED ENVELOPE MARKED WITH THE
BID NUMBER AS NOTED ABOVE TO: **DAVID MOODY**

VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5460
FAX: 630/434-5495
www.downers.us

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: CFB-92-0-2022/DM**

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

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

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

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

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

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

PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES.

ALL PAGES OF THE BID MUST BE SUBMITTED SINGLE-SIDED.

I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS

1. GENERAL

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

2. BID PREPARATION

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the

proposed Work.

- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating

same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.

- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.
- 3.3 No Contract Documents will be issued after a mandatory pre-bid conference except to attendees.

4. BID SUBMISSION

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village. Please do not bind any portion of the bid with staples.
- 4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

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

6. BID REJECTION

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or

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

7. BIDDER COMPETENCY

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

8. BIDDER DISQUALIFICATION

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

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

8.1.2 Evidence of collusion among Bidders.

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

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

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

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

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

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

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

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract; and

8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

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

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

11. RETURN OF BID DEPOSIT

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

12. FAILURE TO ENTER INTO CONTRACT

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

12.2 Failure on the part of the successful Bidder to provide the Village a construction schedule for approval within ten (10) calendar days from the date of receipt of the Notice of Award from the Village, and, if required, provide a modified construction schedule as requested by the Village within an additional five (5) calendar days, may be considered as just cause for the revocation of the award. In such case, the Bidder's bid security shall then be forfeited to the Village, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

12.3 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of

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

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

13. SECURITY FOR PERFORMANCE

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

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

- 20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Sundays or legal holidays. The Contractor shall do no work on Saturdays, unless otherwise approved in writing by the Village. If approved by the Village, allowed work hours on Saturdays shall be between the hours of 8:00 a.m. and 3:00 p.m. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation, which shall be deducted from the value of work completed.

21. PERMITS AND LICENSES

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

22. INSPECTION

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

23. DELIVERIES

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

24. SPECIAL HANDLING

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

25. NONDISCRIMINATION

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

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

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

25.2 It is unlawful to discriminate on the basis of race, color, religion, sex, 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. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 *et seq.*, The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 *et seq.*, and The Americans with Disabilities Act, 42 U.S.C. Secs. 12101 *et seq.*

26. SEXUAL HARASSMENT POLICY

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

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

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

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

27. EQUAL EMPLOYMENT OPPORTUNITY

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared

ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

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

30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) and must be preserved for five (5) years from the date of the last payment on the public work.

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

30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to IDOL no later than the fifteenth (15th) day of each calendar month for the immediately

preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Filing false records is a Class A misdemeanor.

30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

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

31. PATRIOT ACT COMPLIANCE

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

32. INSURANCE REQUIREMENTS

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

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

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

- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII.

In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

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

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

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

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

35. TERMINATION OF CONTRACT

- 35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

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

36. BILLING AND PAYMENT PROCEDURES

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

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

- 36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2 and pursuant to section 30.4 of this Call For Bid, the Contractor shall provide an IDOL certification and case number to the Village along with the

invoice. No invoice shall be paid without said records.

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

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

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

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

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

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

42. GUARANTEE PERIOD

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

43. SUCCESSORS AND ASSIGNS

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

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

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

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

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW AND VENUE

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

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

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

52. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

- 52.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned,

women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

1.1 The following standards shall govern the construction of the proposed improvements:

1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, 2014 (the Water & Sewer Specs.); and

1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2016; along with Supplemental Specifications and Recurring Special Provisions as adopted by the Illinois Department of Transportation, January 1, 2021 (collectively the "SSRBC"); and

1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.

1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised January, 2019.

1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.

1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby ineffective and not a part of this Contract.

2. COOPERATION OF CONTRACTOR

2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.

2.2 The Contractor shall assign a superintendent for the work per Sections 105.06 and 108.06 of the SSRBC and as amended herein. The Contractor's superintendent shall be involved in the work to the extent necessary to prosecute the work per the Contract. Furthermore, the superintendent shall be required to attend weekly progress meetings, provide two-week schedules of expected construction activities, provide updated overall construction schedules and, if required by the Engineer, acknowledge and sign IDOT Form BC-239 Weekly Report of Resident. The Contractor shall not replace the superintendent without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:

3.1.1 PROJECT SAFETY. Add the following to Article 107.28:

- 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well-being of those engaged in the completion of the Work specified in this Contract.
- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). **SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.**
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 3.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades

or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

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

4.1.1 The Contractor shall schedule his work such that all improvements, including final backfill and grading shall be complete within 45 calendar days from the date of contract award. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

4.1.3 The Contractor shall also make special note of the following work schedule requirements:

4.1.3.1 N/A

4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2, 4.1.3, or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC. In addition, the Contractor shall be liable for additional costs incurred by the Village due to the delay for construction engineering services, which shall be deducted from the value of work completed.

4.1.5 Upon substantial completion of the project, the Engineer will deliver to the Contractor a punch list as well as a due date for completion of the punch list. If the Contractor fails to complete the punch list by the stated punch list completion date, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.

4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

- 5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project and certified payroll records, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors **MUST** accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.
- 5.1.3 For each progress payment made to the Contractor prior to acceptance of the Work by the Village, the Village shall have the right to retain ten percent (10%) of the amount due to the Contractor for each such payment. The Village may, in its sole discretion, reduce the amount to be retained at any time.

Typically, upon completion of 50% of the work, as determined by the Engineer, retainage may be reduced to 5%. Upon substantial completion, as determined by the Engineer, retainage may be reduced to 2%. Additionally, the Village has the right to withhold an amount of money equivalent to complete unfinished work and/or work that may need to be redone.

6. SCOPE OF WORK

- 6.1 In addition to the Special Provisions in the Detailed Specifications Section below, Section 104 of the SSRBC shall govern scope of work, with the following revisions:

- 6.1.1 Modify Article 104.02 as follows:

104.02 Alterations, Cancellations, Extensions, Deductions, and Extra Work.

The Department reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction ~~or when a major item, defined as an item whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.~~

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Engineer before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following.

(a) All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (d) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.

(b) Major items of work for which the quantities are increased ~~by not more than 125 percent or reduced to not less than 75 percent of the original contract quantities~~ OR DECREASED will be paid for as specified in paragraph (a) above. ~~Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.~~

(c) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.

(d) Extra work for which there is a pay item at unit price in the contract which for any one or more of the following reasons materially increases or decreases the cost of the pay item as bid and which is not included in the prices bid for other items in the contract will be paid for according to Article 109.04. This includes:

- (1) Work involving a substantial change of location.
 - (2) Work which differs in design.
 - (3) Work requiring a change in the type of construction.
- (e) In cases where the Department cancels or alters any portion of the contract items, items which are partially completed will be paid for as specified in Article 109.06.

Claims for extra work which have not been authorized in writing by the Engineer will be rejected.

6.2 The following Scope of Work has been developed for the removal of one 6,000-gallon UST and all associated appurtenances at the Downers Grove Public Works Facility. The following sections provide information concerning the site conditions and the site-specific Scope of Work.

6.2.1 UST System & Site Conditions

The subject project includes removal of one out of service UST system formerly utilized for storage of E-85 associated with municipal refueling operations at the existing Downers Grove Public Works facility. Based on available information, the UST was last used on May 7, 2019. The following table provides information concerning the UST to be removed from the Site. Based on available information, product was removed from the tank to the extent feasible; for project bidding purposes it should be assumed that some product remains within the UST system and will need to be removed as part of the project.

OSFM Tank ID	Size & Former Product	Assumed Material of Construction	Assumed UST Contents	Liquid Present
Facility #2035332 Tank #3	6,000 Gallon E-85 UST	Tank: Composite – Double Wall Permatank Piping: Double Wall fiberglass	E-85 fuel & sludge mixture	Assume up to 500 gallons (unknown)

The project area remains an active refueling depot for municipal vehicles and will continue operations following removal of the 6,000 gallon E-85 tank. Utilities are present in the area and must be located prior to any excavation work. The Contractor is ultimately responsible for locating or coordinating the locating of any utilities which must be avoided and/or protected during project activities. In addition to the Joint Utility Locating Information for Excavators network (JULIE) public locate, the Contractor must perform a private utility locate prior to commencing work.

The Contractor shall inspect the Site prior to submittal of Bids. The Owner and Owner's Representative will conduct a mandatory pre-bid walk-through for bid preparation purposes. The Contractor shall be responsible for identifying and satisfying itself of quantities,

measurements, field conditions, and all other information required for preparation of a bid.

6.2.2 Pre-Construction Activities

6.2.2.1 Permits & Notifications

The Contractor shall obtain any and all Federal, State and Local permits and registrations and submit any notifications required for the removal of the identified UST. Permitting requirements will include but may not be limited to Illinois Office of the State Fire Marshal (OSFM) UST removal permit, applicable local notifications and/or permits, registration with the Village of Downers Grove, Village of Downers Grove Fire Department, and JULIE dig notification and authorization. The Contractor shall include all costs associated with the acquisition of any necessary notifications, registrations, waste profile(s), and permits within their base Bid.

6.2.2.2 Labor & Equipment Requirements

The Contractor shall provide all labor, equipment, materials, insurance, and permits necessary for the removal of the identified UST and restoration of the Site per this scope of work. The Contractor shall ensure that provided personnel is qualified and experienced in the type of Work to be performed and that all on-Site personnel have the appropriate training for Work performance in accordance with all applicable regulations, including OSHA, Illinois OSFM, Illinois EPA, US EPA, DuPage County, as well as local regulations and requirements.

6.2.2.3 Contaminated Waste Disposal Coordination

The Contractor shall ensure that the appropriate coordination has been made to transport and dispose of contaminated soils, backfill materials, UST contents, and liquid, if present, to a disposal site as instructed by the Owner or Owner's Representative. Materials excavated during the course of the UST removal project shall be transported off-site for disposal as a non-hazardous waste at a licensed Subtitle D landfill. The Contractor is responsible for completing, submitting, and obtaining approval for any applicable waste profiles which may include waste characterization sampling and laboratory analyses, as necessary. The Contractor shall be responsible for retaining a permitted special waste liquid hauler as well as securing any necessary disposal authorization from a permitted landfill and liquid treatment facility prior to the initiation of Site activities. The Contractor shall provide the transporter and selected landfill/treatment facilities to be used for soil and water disposal/treatment on the provided Bid forms.

6.2.3 Construction Activities

6.2.3.1 UST Removal & Disposal

The Contractor shall remove and dispose of the identified UST in accordance with all

Federal, State, and Local regulations inclusive of, but not limited to, Illinois OSFM requirements provided within 41 Illinois Administrative Code (IAC) Part 174 – *General Requirements for Underground Storage Tanks and the Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances* and 41 Illinois Administrative Code Part 175 – *Technical Requirements for Underground Storage Tanks and the Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances*. The UST removal activities must generally follow the procedures outlined within and shall meet the requirements of 41 IAC Part 175, Subpart H: *Removal, Abandonment and Change-In-Service*.

The Contractor is solely responsible for removal of surfacing concrete, associated sub base, overburden and backfill materials without damaging the underlying UST. Once exposed, the UST shall be removed per applicable regulatory requirements with oversight from the Illinois OSFM and Owner's Representative. The UST shall be cleaned prior to transport off-site for destruction/recycle. The Contractor shall generate/maintain a Certificate of Destruction for the tank. The Certificate of Destruction must be submitted to the Owner's Representative upon completion of UST removal activities. The Owner's Representative shall be on-Site during the course of all removal activities.

Based on available information, the identified UST formerly contained E-85 fuel formerly utilized as part of municipal refueling operations at the existing Public Works fuel station. The current contents of the UST may include a combination of E-85, water, and sludge mixture. The Contractor shall appropriately remove all tank contents and dispose of the materials according to Federal, State, and Local regulations. The Contractor shall maintain all waste manifests, bills of lading, and any other paperwork used to document total quantities of material removed, transport information, and final disposal/treatment information.

For the purposes of Bid development, the Contractor shall assume that the UST contains non-hazardous solid waste materials which will need to be removed, drummed, and managed off-site at a licensed disposal facility. The Contractor shall also assume that a total of up to 500 gallons of product and/or petroleum-contaminated liquids are present within the tank and an additional 2,000 gallons of liquid waste will be generated during dewatering and removal activities which will require off-site disposal. Materials, including soils and/or backfill, excavated to access and remove the UST system shall ultimately be transported off-site for disposal at a licensed landfill. **The Contractor shall include all costs associated with off-site disposal of these materials, including up to 100 tons of non-hazardous waste (Subtitle D landfill disposal), two (2) 55-gallon drums of solid waste from the UST interior and 2,500 gallons of liquid waste, including but not limited to any necessary equipment, labor, demurrage fees, insurance, transportation, waste profiling, analytical, disposal, and waste disposal facility fees, within the base Bid.**

6.2.3.2 Soil Excavation, Transportation, and Disposal

The Contractor may be directed by the Owner and/or Owner's Representative to remove impacted soils from the UST excavation and/or surrounding area. In the event that the Owner or Owner's Representative specifies impacted soils are to be removed for ultimate off-site disposal during or following UST removal activities, the Owner's Representative shall direct the Contractor based on collection of screening samples and visual inspection. For Bid development purposes, the Contractor shall provide an alternate unit cost for excavation, transport and disposal of impacted soils and backfill materials on the Bid proposal form. If requested and approved by the Owner and/or Owner's Representative, the removal, transport and disposal of non-hazardous solid waste materials shall be reimbursed at the unit cost identified on the Bid form. No alterations of this unit cost will be considered after proposal submission.

Any excavated backfill materials or soils temporarily stockpiled on-Site shall be placed on polyethylene sheeting until loaded for off-site transport. During loading and transport activities, the Contractor shall ensure that liquid and/or soils are not tracked outside of the project area or into public right-of-way. In the event that soils are tracked outside of the project area or into right-of-way, the Contractor, at its own expense, shall remove any liquid, debris or soil accumulation in a timely manner and clean affected surfaces to pre-existing conditions. The Owner's Representative shall verify that the ingress/egress area and right-of-way have been maintained appropriately.

At the completion of excavation activities and prior to excavation backfilling, the Contractor shall assist the Owner's Representative with the collection of soil samples for field screening and laboratory analysis. The Owner's Representative will direct the Contractor concerning the locations of laboratory and screening sample collection points.

6.2.3.3 Excavation Backfill

Materials removed from the UST excavation to access and remove the UST system shall be transported and disposed of off-site. As provided on the Bid form and other contract documents, supplemental backfill materials and the backfilling of the UST excavation to match existing grade shall be included in the base Bid cost. The Contractor shall furnish, deliver, install, and compact Illinois DOT CA-1 or equivalent to twelve inches below existing surrounding grade and Illinois DOT CA-6 or equivalent from twelve inches below grade to the existing surrounding grade as supplemental backfill material. Materials shall be placed and compacted utilizing heavy equipment at the direction of the Owner and/or the Owner's Representative. The imported backfill shall be from a virgin source and/or tested by an accredited laboratory for the Target Compound List parameters (as identified within 32 IAC 740) at a rate of one sample per 500 cubic yards to confirm compliance with the most stringent IEPA Tier I Soil Remediation Objectives for residential properties; the provided quantity shall be sufficient to fill the tank void upon removal and backfill the

excavation to match existing surrounding grade. Prior to import, documentation regarding the source and any necessary analytical testing for non-virgin materials shall be provided and approved by the Owner or Owner's Representative.

The Contractor shall compact this material using heavy equipment to ensure that no significant voids exist in the backfill. Materials shall be compacted in no more than twelve-inch lifts with heavy equipment. Backfilling efforts shall be overseen and confirmed by the Owner's Representative and/or geotechnical technician retained by the Owner. Proper placement and compaction of backfill materials shall be determined by the identified personnel. The Contractor shall be responsible for conforming to requests and direction of oversight personnel for all backfilling efforts. The Contractor shall include in the proposal response form the total quantity of material based on the Contractor's assumed excavation volume of the UST. For quantities exceeding the base Bid amount, the Contractor shall be reimbursed for furnishing additional backfill material, transport and placement, based on bill of lading quantities and according to the provided unit pricing. No alterations of these unit costs will be considered after Bid submission.

6.2.3.4 Site Restoration Activities

6.2.3.4.1 Surface Conditions & Grading

At the completion of the backfilling, the Contractor shall grade the excavated surface to match existing grade using Illinois DOT CA-1 materials or equivalent backfill to an elevation of no more than 12" below existing grade. The remaining fill to grade shall be Illinois DOT CA-6 material and shall be compacted at to match finished grade. The Contractor shall ensure that there are no holes, significant depressions, or other hazards that may cause a public safety issue in the future. Excavation areas shall be backfilled with the specified materials to match existing surround grade. Surface pavement replacement is not required for the UST excavation area. Temporary construction fencing shall be removed and the post holes/penetrations shall be patched with like-kind materials to match the existing surrounding surface materials (e.g. asphalt, concrete, and/or grass). The Contractor is solely responsible for restoration of any disturbed areas, excavations, and penetrations within the project area to match the existing surrounding grade. At project completion and prior to demobilization, the project area shall be devoid of any slips, trips, or fall hazard conditions present as a result of executing the project.

IV. SPECIAL PROVISIONS

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

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

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

1. N/A - SECTION NOT USED

V. UNDERGROUND STORAGE TANK REMOVAL SPECIFICATIONS

The following UST Removal Specifications shall modify, supersede, or supplement the Standard Specifications referred to in Section III - General Provisions and/or Section IV - Special Provisions

1 GENERAL

1.1 DESCRIPTION OF WORK

- 1.1.1 This specification covers the removal of an underground storage tank (UST) and any associated appurtenances as detailed within the Scope of Work (Work) and as specified herein.
- 1.1.2 Unless otherwise noted, references to "Contractor" within this Section means "UST Removal Contractor."
- 1.1.3. Unless otherwise noted, references to "Owner" means "Village of Downers Grove."
- 1.1.4. Unless otherwise noted, references to "Owner's Representative" means "True North Consultants" or other individual designated by the Owner.
- 1.1.5. All UST removal activities shall be performed in strict accordance with applicable Illinois Office of the State Fire Marshall (OSFM), Illinois Environmental Protection Agency (IEPA) and Occupational Safety & Health Administration (OSHA) regulations, as well as any other applicable codes and regulations that may apply.

1.2. WORK INCLUDED

- 1.2.1. The Scope of Work shall include the provision of all labor, equipment, materials, insurance, and permits necessary for the removal of the UST indicated in the Scope of Work and specified herein. The Contractor, by submitting a Bid for the work, represents itself as knowledgeable and expert in the performance of the work, and shall account for all expenses necessary to successfully complete the Scope of Work, whether specifically mentioned or not.
- 1.2.2. The Scope of Work includes all work activities necessary for the removal of UST system including the handling, storage, transport, and disposal of waste materials, backfilling, and site restoration.
- 1.2.3. Unless otherwise noted, the scope of items to be removed from the Site shall include UST; UST contents; any vent pipes; fill pipes; and product lines as identified within

the Scope of Work; and any other related items associated with the UST system. The Owner may elect to include the removal, transport, and disposal of backfill materials and/or contaminated soils dependent upon subsurface conditions encountered during UST removal activities; this work is excluded from the base scope of work and shall be reimbursed at the provided unit costs at the discretion of the Owner.

1.3. APPLICABLE STANDARDS AND GUIDELINES

1.3.1. All work under this Contract shall be done in strict accordance with applicable Federal, State and local regulations, standards and codes governing project related work activities.

1.3.2. The most recent edition of any relevant regulations, standards, documents or codes shall be in effect. Where conflict among the requirements of with these specifications exists, the most stringent requirements shall be utilized.

1.3.3. The following regulations and standards shall be adhered to in addition to any other applicable standards:

1.3.3.1. National Fire Protection Agency (NFPA):

- a. 30-03 - Flammable and Liquid Combustible Code
- b. 70B-02 - Recommended Practice for Electrical Equipment Maintenance
- c. 326-99 - Standard for Safeguarding of Tanks and Containers for Entry, Cleaning, or Repair
- d. 329-99 - Recommended Practice for Handling Release of Flammable Liquids and Gases

1.3.3.2. American Petroleum Institute (API):

- a. 1604-96 – Closure of Underground Petroleum Storage Tanks

1.3.3.3. Office of the State Fire Marshall (OSFM):

- a. 41 Illinois Administrative Code Part 174 – General Requirements for Underground Storage Tanks and the Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances
- b. 41 Illinois Administrative Code Part 175 – Technical Requirements for Underground Storage Tanks and the Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances
- c. 41 Illinois Administrative Code Part 176 – Administrative Requirements for Underground Storage Tanks and the Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances

1.3.3.4. Illinois Environmental Protection Agency (IEPA):

- a. 35 Illinois Administrative Code Part 734 – Petroleum Underground Storage Tanks
- b. 35 Illinois Administrative Code Part 742 – Tiered Approach to Corrective Action Objectives

1.3.3.5 Occupational Health & Safety Administration (OSHA):

- a. 29 Code of Federal Regulations 1910.120 – Hazard Communication
- b. 29 Code of Federal Regulations 1910.146 – Permit-required Confined Spaces

1.4. NOTIFICATION AND SUBMITTALS

- 1.4.1. The Contractor shall be responsible for contacting the appropriate utility locating service(s) to arrange for the demarcation of utilities at the Site prior to the commencement of removal activities.
- 1.4.2. The Contractor shall obtain all removal permits as per Federal, State and local regulations and ordinances. The Contractor shall obtain a permit from the Village of Downers Grove, the fee for which will be waived. The Contractor shall also be registered with the Village of Downers Grove and DuPage County, if applicable, and pay any required fees associated with registration.
- 1.4.3. A UST removal permit application shall be submitted to the Office of the Illinois State Fire Marshall as required by 41 Illinois Administrative Code Part 175.830 and also as required by any and all appropriate Federal, State, and local agencies. The removal permit issued by the OSFM shall be provided to the Downers Grove Fire Department prior to mobilization. A permit from the local Fire Department shall be secured as necessary.
- 1.4.4. Prior to mobilization, the Contractor must verify and comply with any and all local and Owner requirements regarding any anticipated disruption within adjoining public right-of-way(s). Disruption of traffic and accessibility to surrounding properties shall be kept to a minimum and comply with applicable requirements and Owner requests.
- 1.4.5. Prior to mobilization, the Contractor shall provide documentation regarding the intended imported backfill material. Documentation shall include, at a minimum, a letter on the providing entity letterhead noting the source of materials and identifying the proposed material as virgin or non-virgin (recycled). For non-virgin sources, contractor shall provide environmental analytical results of all backfill material verifying that these materials do not exceed APPENDIX B, SECTION 742, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742 values for 35 ILL. ADM. CODE 740 APPENDIX A Target Compound List (TCL) parameters. For samples from virgin sources, one representative sample must be analyzed for 35 ILL. ADM. CODE 740 APPENDIX A

Target Compound List (TCL) parameters. For virgin sources, Contractor shall submit a certification letter from the Owner of the source that all imported material is virgin material mined directly from the source quarry. For samples from recycled sources, one sample per 500 yards of material must be analyzed for 35 ILL. ADM. CODE 740 APPENDIX A Target Compound List (TCL) parameters. For recycled sources, the Contractor must identify the source of the recycled material including the owner, the address, imported fill environmental history, and a written demonstration that the property source is not in any regulated environmental related cleanup program. A copy of the analytical results shall be submitted at least one week prior to depositing backfill on site. The date of the analysis shall be within 60 days of importing such material to a school property. The Owner and/or Owner's Representative must approve the proposed backfill source and submittals prior to project commencement.

- 1.4.6. Upon completion of removal activities, the Contractor shall submit written certification to the Owner's Representative that all work has been completed in conformance with all applicable Federal, State, and local regulations and that material has been removed from the site and legally transported and disposed of at an approved waste disposal or recycling facility. All close-out documents required by the OSFM for the removal contractor shall be completed and submitted to the Owner's Representative within three weeks of project completion.

2. CONTRACTOR RESPONSIBILITIES

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2.1 SITE INSPECTION

- 2.1.1 The Contractor shall perform an initial site inspection to verify existing conditions prior to project bidding and mobilization of equipment on-Site.

2.2 SUPERVISION

- 2.2.1 The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of removal.
- 2.2.2 At all times during the progress of the Work, the Contractor shall assign a competent superintendent who shall not be replaced without notice to the Owner's Representative except under extraordinary circumstances. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on the Contractor.

2.3 LAWS AND REGULATIONS

- 2.3.1 The Contractor shall give all notices required by and shall comply with all Federal, State, and local Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the Owner or the Owner's Representative shall not be responsible for monitoring the Contractor's compliance with any Laws or Regulations.
- 2.3.2 If the Contractor performs any Work knowingly or having reason to know that it is contrary to Laws or Regulations, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be the Contractor's primary responsibility to make certain that the specifications and/or any drawings are in accordance with Laws and Regulations, but this shall not relieve the Contractor of the obligations to perform Work according to Federal, State, and local Laws and Regulations.
- 2.3.3 The Contractor shall hold or obtain all required Contractor's Business Licenses and registrations as required by State and local Laws and Regulations. The Contractor shall provide this license and registration documentation upon the request the Owner's Representative.

2.4 SAFETY AND PROTECTION

- 2.4.1 The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, alleyways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of the Work.
- 2.4.2 The Contractor shall comply with all applicable Federal, State, and local Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary

safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when execution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- 2.4.3 All damage, injury, or loss to any property referred to in this Section caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the Owner or Owner's Representative).
- 2.4.4 The Contractor's duties and responsibilities for safety and for protection of the Work area shall continue until such time as all the Work is completed and the Owner or the Owner's Representative has determined the Work to be acceptable for project completion.
- 2.4.5 The Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

2.5 INSURANCE & INDEMNIFICATION

- 2.5.1 Before any Work at the Site is initiated, the Contractor shall supply the Owner with a valid Certificate of Insurance.
- 2.5.2 The Certificate shall identify the Owner and its Agents, the Village of Downers Grove, and True North Consultants, Inc. as additionally insured parties. Copies of the certificates shall be supplied to each of the additionally insured parties.
- 2.5.3 In submission of a bid, the bidder is certifying that he has all insurance coverages required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has or will obtain at least the insurance coverages as identified within Section II Terms & Conditions.
- 2.5.4 All other insurance coverage not specified shall meet the minimum requirements of the State of Illinois for which the Contractor is required to purchase and maintain for the Work to be performed. The Owner may request additional insurance coverage at a later time at the expense of the Owner.
- 2.5.5 To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village, its officials, agents, and employees, against

all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the Village, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the Village, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

2.5.6 Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Village, its officials, agents, and employees as herein provided.

2.5.7 The Contractor shall provide the Owner with a thirty (30) day notice, in writing, of insurance cancellation or material change. In addition, the Contractor shall provide the Owner or Owner's Representative with evidence of renewals or replacements of required policies fifteen (15) days prior to the expiration or cancellation of any such policies.

2.6 UNDERGROUND FACILITIES

2.6.1 The information and data shown or indicated during the pre-Bid meeting or within the contract documents with respect to existing underground facilities at or contiguous to the Site is based on information and data furnished to the Owner or Owner's Representative by others, including the owners of such underground facilities and/or visual assessment.

2.6.2 The Owner and Owner's Representative shall not be responsible for the accuracy or completeness of such information or data.

2.6.3 The Contractor shall be responsible for location verification of all subsurface utilities on-site and adjoining areas. The Contractor shall perform, or cause to be performed, a private utility locate for identification of all subsurface utilities and facilities within the project area prior to any excavation and/or demolition. The contractor is responsible for notification to JULIE network notification no less than 48 hours prior to commencement of UST removal activities. The Contractor shall maintain in good working order all utilities to remain in use on-site during Work.

3. EXECUTION

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3.1. GENERAL

- 3.1.1. Before beginning any Work, the Contractor shall survey the site and examine all specification documents to determine the extent and conditions affecting of the Work. The Contractor shall take necessary precautions to avoid damage to any existing structures, pavements, utilities, fences, UST systems, canopies, curb, pavement, etc. to remain in place. Any damaged items shall be repaired or replaced as approved by the Owner at no additional cost to the Owner.
- 3.1.2. Do not disturb any existing construction beyond the extent indicated or necessary for removal activities. Provide protective measures to control accumulation or migration of dust and debris from the work area to adjacent properties.

3.2. TRAFFIC & SITE CONTROL

- 3.2.1. Where pedestrian and driver safety may be endangered in the area of removal activities or material handling, traffic barricades with flashing lights or other methods shall be employed to protect civilians or other contractors from undue hazards. Any implemented traffic control measures shall conform with Illinois DOT Standard Specifications, County, and local requirements.
- 3.2.2. Contractor shall provide and maintain temporary fencing, barricades, etc. on premises to safeguard the public and adjoining properties from hazards. Construction fencing is to be installed as noted below and within the Scope of Work prior to removal activities and to be coordinated with the Owner and/or the Owner's Representative. The fencing shall be located and installed in the manner best suited to minimize any disruption to existing on-site operations and allow for the continued operation of the adjoining fuel station and access to the adjoining Public Works facilities to the extent feasible and practical.
- 3.2.3. The Contractor shall be required to install and maintain in good working order an eight (8) foot high temporary chain link construction fence with driven posts around the perimeter of the project area. The fencing must have a gated opening which shall be closed when no construction or demolition activity is being performed on the site. Fencing must be installed prior to the commencement of any construction or demolition on the site and must remain in place until the final grading is completed and all staged materials and/or construction equipment has been removed/demobilized. Erosion control measures (fiber logs) must be installed and maintained on the inside of the construction fence. The Director of Community Development shall have the authority to determine the fencing requirements, excluding height

requirements, and/or to require a written fencing plan for construction activities. The Director shall have the discretion to determine the appropriate timing and location of the fencing requirements in order to adequately protect the health, safety and welfare of the public and the adjacent properties.

3.3. DUST & NOISE

- 3.3.1. Contractor shall institute controls to the extent feasible to prevent the spread of dust and debris to surrounding areas. This includes minimizing truck tire contact with un-stabilized soils, maintaining a “clean” work area, and continual monitoring of soil accumulation outside of the work area and nearby right-of-way. Control methods shall include the use of water or dust suppressants to mitigate the generation and transmission of dusts at the site, haul roads or other areas disturbed by operations. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to ice, flooding, or pollution.
- 3.3.2. The Contractor shall make use of low-noise emission equipment and shall minimize noise levels to the extent feasible during demolition activities. The Contractor is solely responsible for complying with any and all applicable noise ordinances and Owner requests.

3.4. NATURAL RESOURCES

- 3.4.1. The Contractor shall conduct their work in such a manner to preserve the existing conditions within the project boundaries and outside the limits of the work area. The Contractor shall restore to an equivalent or improved conditions upon completion of work. The Contractor shall confine removal activities to within the limits of the work indicated or specified.
- 3.4.2. Except in areas to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy trees or shrubs without prior permission from the Owner. The Contractor shall not fasten or attach ropes or cables to existing nearby trees for anchorage without prior permission from the Owner.
- 3.4.3. All requirements for Stormwater Pollution Prevention and Erosion Control as required by the Environmental Protection Agency (EPA) National Pollution Discharge and Elimination Systems (NPDES) shall be the responsibility of the Contractor. Any and all costs associated with maintenance of erosion control and stormwater pollution control measures during project activities shall be included within the Contractor’s bid.

3.5. HAZARDOUS MATERIALS

- 3.5.1. The Contractor shall ensure that all containers of hazardous materials have NFPA labels or their equivalent. Copies of the safety data sheets (SDS) for hazardous materials shall be kept on-site at all times and provided to the Owner upon request.

- 3.5.2. The Contractor shall conduct the fueling and lubricating of equipment and motor vehicles in a manner that protects against spills and evaporation. All used oil generated on-site shall be managed in accordance with 40 CFR 279. The Contractor shall determine if any used oil generated while on-site exhibits a characteristic of hazardous waste. In addition, used oil containing 1000 parts per million of solvents will be considered a hazardous waste and disposed of at Contractor's expense.
- 3.5.3. The Contractor shall prevent oily or other hazardous substance from entering the ground drainage areas, or local bodies of water.
- 3.5.4. The Contractor shall take precautions to prevent spills of oil and hazardous material. In the event of a spill, the Contractor shall immediately notify the Owner's Representative. Spill response shall be in accordance with 40 CFR 300 and applicable State regulations and shall be the responsibility of the Contractor to rectify.
- 3.6. GENERAL REMOVAL PROCEDURES
- 3.6.1. Work shall be performed in accordance with American Petroleum Institute (API) Recommended Practice 1604, 41 Illinois Administrative Code, and any other applicable standards referenced in Section V or throughout this specification.
- 3.6.2. The Contractor shall regularly monitor the atmosphere in the excavation area and tank using a combustible gas meter until the tank is removed from Site.
- 3.6.3. The Contractor shall remove any remaining product from the tank as follows:
- 3.6.3.1. Remaining contents shall be removed from tank and any associated piping.
 - 3.6.3.2. Remove all liquid from tank using explosion proof pumps or exterior suction. All equipment must be bonded to tank and tank must be grounded to a separate ground when purging tank with compressed air or inert gas under pressure.
 - 3.6.3.3. Tank contents shall be properly transported and disposed of in accordance with Federal, State, and local regulations.
- 3.6.4. The Contractor shall perform excavation activities with consideration of the following:
- 3.6.4.1. During excavation, extreme caution shall be exercised in order to maintain the integrity of the tank.
 - 3.6.4.2. Provide shoring and bracing where necessary to support existing construction and protect personnel during removal in accordance with Occupational Safety and Health Agency's construction standard 1926.650-652. Additional standard or codes shall apply if more stringent.

- 3.6.4.3. Provide shoring and bracing where necessary to support existing construction and protect personnel during removal in accordance with Occupational Safety and Health Agency's construction standard 1926.650-652. Additional standard or codes shall apply if more stringent.
 - 3.6.4.4. Excavation shall be performed in the presence of the Owner's Representative or its subcontractor who will screen material for possible contamination using a photoionization detector (PID). The Owner's Representative shall direct the Contractor concerning the placement of potentially contaminated soil. If contaminated soils are to be stockpiled, the Contractor shall place these soils on an impermeable surface and cover with plastic sheeting.
- 3.6.5. The Contractor shall remove all mechanical items with consideration of the following:
- 3.6.5.1. Removal shall include, but not be limited to, fill, gauge, vent, and product delivery piping, valves, dispenser, and associated accessories.
 - 3.6.5.2. Remove underground piping to termination, if necessary.
- 3.6.6. The Contractor shall remove all UST system components with consideration of the following:
- 3.6.6.1. The Contractor shall not remove any UST without the authorization of the on-Site OSFM personnel and if the Owner's Representative or its subcontractor is not on Site.
 - 3.6.6.2. Before the tank is removed from the excavation, the Contractor shall purge ignitable vapors from the interior of the tank. The Contractor shall test the interior of the tank using a combustible gas meter to verify that the atmosphere within the tank is below five percent of the Lower Explosive Limit (LEL). Monitoring within the tank shall be performed at the base, middle and top of the tank interior to verify LEL conditions.
 - 3.6.6.3. The Contractor shall complete excavation around tank and then remove tank from the excavation and place on a level surface. The tank shall be placed on a plastic sheeting to prevent contamination of surface soils and/or surfacing materials. Wood blocks or similar shall be used to prevent movement of tank after removal and prior to loading of the tank for transport.
 - 3.6.6.4. Spills or drips shall be contained to prevent contamination of surfacing materials and/or soils during removal.
- 3.6.7. The Contractor shall clean the UST with consideration of the following:
- 3.6.7.1. The Contractor shall perform tank cleaning procedures in accordance with API

Recommended Practice 2015.

- 3.6.7.2. The Contractor shall cut holes in the tank to facilitate tank cleaning. Prior to any cutting activities, the Contractor shall monitor the interior of the tank to ensure that the interior atmosphere does not exceed five percent of the LEL. Total surface area of holes cut into tank shall be minimum of 4 square feet in size located at opposing ends of the tank. The Contractor shall have a minimum of two fire extinguishers on-site and readily accessible during cutting of tank.
 - 3.6.7.3. The Contractor shall be responsible for verifying that the atmosphere within the tank is safe for entry based on the existing interior conditions and the type of respiratory and personal protective equipment donned during cleaning activities.
- 3.6.8. The Contractor shall remove the UST from the Site with consideration of the following:
- 3.6.8.1. The Contractor shall supply a transport vehicle that is able to support the removed tanks and meet the requirements of the Illinois DOT and any applicable local regulations for transport of said tank.
 - 3.6.8.2. The Contractor shall ensure that the tank has been adequately loaded on the transport vehicle to prevent movement or bracing failure.

4. GRADING & BACKFILL

- 4.1. Holes, trenches, and excavations shall be backfilled with designated materials as identified below and within the Scope of Work.
 - 4.1.1. Backfill materials utilized from excavation floor to 12" of the existing surrounding grade shall be comprised of virgin and/or clean (i.e. tested and confirmed to meet the most stringent Tier I ROs as provided by the IEPA within 35 IAC 742) Illinois DOT CA-1 aggregate.
 - 4.1.2. Backfill materials utilized from 12" of existing surrounding grade shall be comprised of virgin and/or clean (i.e. tested and confirmed to meet the most stringent Tier I ROs as provided by the IEPA within 35 IAC 742) Illinois DOT CA-6 aggregate.
- 4.2. The backfilled excavation shall be leveled to match the existing surrounding grade.

5. DISPOSITION OF MATERIAL

- 5.1. All materials removed shall be disposed of or recycled at an approved waste disposal or recycling facility as applicable. Materials excavated to access and remove the UST system shall be transported off-site for disposal as a non-hazardous waste in accordance with applicable regulatory requirements. Any necessary waste characterization and/or waste profile is the responsibility of the Contractor.

- 5.2. The Contractor shall maintain and provide to the Owner's Representative upon Work completion all solid and liquid waste transport and disposal load manifest, regulatory agency notifications, certificate of UST destruction, backfill load tickets, and any other paperwork generated during removal activities that document the Work.

VI. BID and 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 Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

RW Collins Company

Company Name

September 28, 2022

Date

7225 W 66th Street

Street Address of Company

josh@rwcollins.com

E-mail Address

Chicago, IL 60638

City, State, Zip

Josh Bernat

Contact Name (Print)

708-458-6868

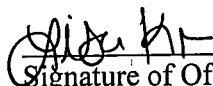
Business Phone

708-670-1255

24-Hour Telephone

708-458-6870

Business Fax



Signature of Officer, Partner or Sole Proprietor

Lisa Kruse vice president

Print Name & Title

ATTEST: if a Corporation



Signature of Corporation Secretary

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

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

SCHEDULE OF PRICES:

Respondent warrants and represents that Respondent has carefully examined the work Site and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including issued Addenda.

BASE BID PRICE

Bid Item

Lump Sum Cost

Item #1 - Underground Storage Tank Removal

Provide all labor, equipment, materials, insurance, disposal testing, notifications, and permits necessary for the removal and disposal of one (1) 6,000 gallon E-85 UST system, including any associated piping, vent, product dispenser, monitoring system(s), and UST contents. Furnish, install, and maintain eight foot high temporary construction fencing with driven posts around the perimeter of the project area; removal of the fence following the completion of work. Removal and off-site recycling/disposal of concrete, soils, and/or backfill materials necessary to access and remove the UST system. Provide virgin and/or TACO residential Tier I compliant Illinois DOT CA-1 or equivalent from excavation base to one foot below existing surrounding grade and virgin and/or TACO Tier I compliant (residential standards) Illinois DOT CA-6 or equivalent from one foot below grade to the existing surrounding grade as backfill material at the direction of the Owner and/or the Owner's Representative. The Contractor shall place backfill material in twelve-inch lifts and compact this material using heavy equipment to ensure that no significant voids exist in the backfill. Materials shall be compacted in no more than twelve-inch lifts with heavy equipment. Backfilling efforts shall be overseen and confirmed by the Owner's Representative and/or geotechnical technician retained by others at the discretion of the Owner. Removal, transport, and disposal of non-hazardous solid waste from UST excavation and UST interior up to 100 tons of soils and/or backfill materials and two 55-gallon drums including any applicable waste profile generation, coordination, sampling, and any analytical testing required. Removal, transport, and disposal of up to 2,500 gallons of non-hazardous liquid waste including any applicable waste profile generation, coordination, sampling, and analytical testing required. Completion of all other tasks necessary, including contractor registration(s) and permitting to execute the provided Scope of Work in accordance with applicable Federal, State and local regulations and contract documents.

BASE BID LUMP SUM TOTAL\$ 26,255.00**PROJECT INFORMATION**

Anticipated Number of Work Days on Site - UST Removal	<u>1</u>
Proposed Disposal/Recycling Facility Name(s)/Identification	<u>WM Laraway Landfill</u>
Proposed Disposal/Recycling Facility Name(s)/Identification (continued)	<u>Reliable Materials, Beaver Disposal</u>
Quantity (in Tons) of CA-1 included in Base Bid	<u>120</u>
Quantity (in Tons) of CA-6 included in Base Bid	<u>40</u>

UNIT PRICING

Cost PER TON for transportation and disposal of non-hazardous solid waste materials potentially inclusive of impacted soils. This unit cost excludes the 100 tons of soil/backfill materials and interior contents of the UST which shall be included in the Base Bid. This cost shall include any necessary characterization and profiling for landfill acceptance. Provided cost assumes a fourteen ton minimum per load.

\$ 51.50 /ton

Cost PER MOBILIZATION for equipment for the excavation and loading of non-hazardous solid waste materials and/or backfilling beyond that included in the Base Bid scope.

\$ 1,000.00/mob.

Cost PER SHIFT (8 HOURS) for labor, materials, and equipment for the excavation and loading of non-hazardous solid waste materials and associated backfilling. This unit cost excludes removal of interior contents of the former UST which shall be included in the Base Bid.

\$ 3,250.00 /shift

Cost PER TON for transport, placement, and compaction of virgin and/or certified clean Illinois DOT CA-1 (3") backfill material or equivalent. This cost must include transport, placement, and compaction of backfill material in exceedance of the Base Bid scope of work. Contractor shall assume no equipment remobilization costs within this unit cost.

\$ 37.50 /ton

Cost PER TON for transport, placement, and compaction of virgin and/or certified clean Illinois DOT CA-6 backfill material or equivalent above the amount provided in Base Bid. This cost must include transport, placement, and compaction of backfill material in exceedance of the Base Bid scope of work. Contractor shall assume no equipment remobilization costs within this unit cost.

\$ 35.00 /ton

Cost PER GALLON for pumping, removal, transport, and treatment and/or disposal of non-hazardous liquid at a licensed disposal facility for liquid waste quantities above amount provided in Base Bid. Contractor shall assume no equipment remobilization costs within this unit cost.

\$.75 /gallon

Cost PER MOBILIZATION for licensed, non-hazardous liquid pumper truck (minimum 2,500 gallon capacity) for liquid waste removal in quantities above the amount provided in Base Bid.

\$ 550.00 /mob.

Cost PER HOUR for liquid pumper truck (minimum 2,500 gallon capacity) demurrage associated with liquid waste removal in quantities above the amount provided in Base Bid.

\$ 145.00 /hour

ADDENDA ACKNOWLEDGMENT

Contractor hereby acknowledges receipt of all Addenda received below by number and date:

Addendum No.

Date

THIS PROPOSAL SIGNED ON THE 26th day of September in the year Two Thousand
and Twenty-two by (Date) (Month)

Bidder Name: RW Collins Company
(Please Type)

Signed: [Signature]

Title: Vice President

Address: 7225 W. 66th Street, Chicago, IL 60638
(Please Type)

Proposer is a (an): Corporation
(Individual) (Partnership) (Corporation)

certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BIDDER'S CERTIFICATION (page 2 of 3)

BY: [Signature]
Bidder's Authorized Agent Signature

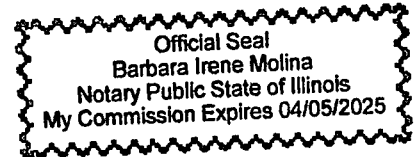
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 26 day of SEPTEMBER, 2022

[Signature]
Notary Public



(Fill Out Applicable Paragraph Below)

(a) **Corporation**

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

President: Mary Beth Matheney

Secretary: _____

Treasurer: _____

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

(b) **Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

BIDDER'S CERTIFICATION (page 3 of 3)

(c) Partnership

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

Names and Addresses of All Partners:

(d) Sole Proprietor

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

6. Are you willing to comply with the Village's insurance requirements within 10 days of the award of
the contract? YES NO (circle one)

INSURER'S NAME: Alliant / Mesrow Insurance Services

AGENT: Sonia Quintero

Street Address: 353 N. Clark St. 11th Floor

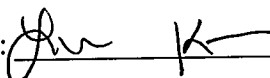
City, State, Zip Code: Chicago, IL 60654

Telephone Number: 312-595-0200

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: RW Collins Company

Print Name and Title of Authorizing Signature: Lisa Kruse Vice president

Signature: 

Date: 9/28/22

MUNICIPAL REFERENCE LIST

Municipality: Village of Buffalo Grove
 Address: 51 Raupp Blvd., Buffalo Grove, IL60089
 Contact Name: Kyle Johnson Phone #: 847-459-2545
 Name of Project: Underground Storage Tank Removal
 Contract Value: \$119,500.00 Date of Completion: 08/01/2022

Municipality: Village of Westmont
 Address: 328 South Wilmette, Westmont, IL 60559
 Contact Name: Michael Ramsey Phone #: 630-829-4450
 Name of Project: Underground Storage Tank Removal
 Contract Value: \$20,000.00 Date of Completion: 06/2021

Municipality: Village of Stickney
 Address: 6915 Pershing Road, Stickney, IL
 Contact Name: Josh Briak Phone #: (708) 749-4400
 Name of Project: Underground Storage Tank Removal
 Contract Value: \$6,000.00 Date of Completion: 11/2021

Municipality: Village of Hinsdale
 Address: 225 Symonds Dr., Hinsdale
 Contact Name: George Peluso Phone #: 630-789-7041
 Name of Project: UST Removal and replacement
 Contract Value: \$10,000.00 Date of Completion: 06/2020

Municipality: Village of Midlothian
 Address: 14801 S. Pulaski, Midlothian
 Contact Name: Tom Doherty Phone #: 708-426-0400
 Name of Project: AST Removal
 Contract Value: \$10,000.00 Date of Completion: 11/2021

SUBCONTRACTORS LIST

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

1) HazChem Environmental Corp Type of Work Liquid pump-out

Addr: 330 S Fairbank St City Addison State IL Zip 60101

2) Eno, Inc. Type of Work Hauling

Addr: 380 S Schmale Rd City Carol Stream State IL Zip 60188

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: Josh Bernat

Superintendent: Anthony DeMauro

Team Member: Jeremy Doolin - Operations Manager

Team Member: Ron Melia - Licensed UST Decommissioning

Team Member: Steve Licatesi - Licensed UST Decommissioning

Team Member: Jonathan Quintero - Licensed UST Decommissioning

Team Member: _____

Team Member: _____

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

Signed by: [Signature] (Corporate Seal)

Title: VICE PRESIDENT

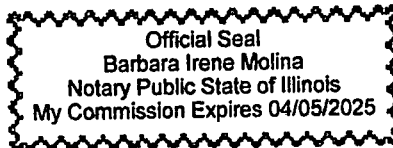
Name & Address: 7225 W. 66th Street, Chicago, IL 60638

of Contractor RW Collins Company

or Vendor _____

Subscribed and sworn to before me this 26 day of SEPTEMBER, 2022

[Signature]
Notary Public





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): W-9 Attached

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: _____ **FAX:** _____

TAX ID #(TIN): _____

(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 | Limited Liability Company – Member-Managed |
| Sole Proprietor | Limited Liability Company- Manager-Managed |
| Partnership | Medical |
| Charitable/Nonprofit | Corporation |
| | Government Agency |

SIGNATURE: _____ **DATE:** _____

Apprenticeship and Training Certification

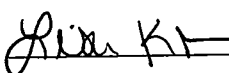
(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: RW Collins Company

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

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

Print Name and Title of Authorizing Signature: Lisa Kruse Vice president

Signature: 

Date: 9/28/2022

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature J.R. Kr

Company Name RW Collins Company

Title VICE PRESIDENT

Date 9/28/22

Certificate of Non-Compliance

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

Signature _____

Company Name _____

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.

Suspension or Debarment Certificate

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

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

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

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

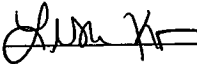
Company Name: RW Collins Company

Address: 7225 W 66th Street

City: Chicago Zip Code: 60638

Telephone: (708) 458-6868 Fax Number: ()

E-mail Address: lkruse@rwcollins.com

Authorized Company Signature: 

Print Signature Name: Lisa Kruse Title of Official: vice president

Date: 9/28/2022

CAMPAIGN DISCLOSURE CERTIFICATE

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

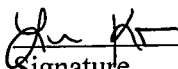
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Lisa Kruse
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

BID SUBMITTAL CHECKLIST

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

1. Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. Cover sheet filled-in
3. Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. Bid Bond or cashier's check enclosed with bid package.
5. Schedule of Prices completed. Check your math!
6. Bidder Certifications signed and sealed.
7. Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. Municipal Reference List completed.
10. Vendor request form W-9 completed.
11. Affidavit (IDOT Form BC-57, or similar).
12. Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.



RW COLLINS CO.

SOIL REMEDIATION & EXCAVATION

7225 West 66th Street, Chicago, Illinois 60638

RW COLLINS ASSUMPTIONS AND EXCLUSIONS




RW COLLINS CO.

SOIL REMEDIATION & EXCAVATION

7225 West 66th Street, Chicago, Illinois 60638

Village of Downers Grove UST Removal Assumptions/Clarifications

- Base Bid does not include local permitting fees. If required, we will invoice the fees back to Downers Grove at cost.
- Base Bid does not include unknown underground utility repair or support in work areas.
- Base Bid does not include any sheeting, shoring or earth retention of the excavation.
- Base Bid does not include any vibratory roller compaction or compaction testing or reporting of any fill material. Pricing assumed the bucket and tracks of the excavator will suffice for compaction requirements.
- Pricing does not include any soil or liquid sampling or reporting.
- Pricing assumes the project is tax exempt.
- Pricing does not include any saw-cutting of the existing asphalt or pavement.
- Pricing does not include furnish or installation of silt fencing.



RW COLLINS CO.

BID BOND



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RW Collins Company
7225 W. 66th Street
Chicago, IL 60638

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices
Same as above

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

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

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

UST Removal

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of September, 2022.

Barbara A. Mel
(Witness)

Dave Roth

(Witness) Dave Roth

RW Collins Company
(Principal) *(Seal)*

By: Shirley K. VP
(Title)

Old Republic Surety Company
(Surety) *(Seal)*

By: Kristen Schmidt
(Title) Kristen Schmidt, Attorney-in-Fact





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kristen Schmidt

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

Execution Date: September 28, 2022

ALL WRITTEN INSTRUMENTS

Principal: RW Collins Company
Obligee: Village of Downers Grove

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of July, 2021.

[Signature of Karen J. Haffner]

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

[Signature of Alan Pavlic]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of July, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature of Kathryn R. Pearson]

Notary Public

My Commission Expires: September 28, 2022 (Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 28th day of September, 2022.

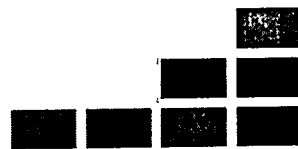
[Signature of Karen J. Haffner]

Assistant Secretary



RW COLLINS Co.

RW COLLINS COI





RWCOLLI-01

SQUINTERO

DATE (MM/DD/YYYY)
4/27/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): (312) 595-6200	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED RW Collins Company 7225 W. 66th Street Chicago, IL 60638	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : Navigators Insurance Company		42307
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	GLO3703066	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP3703067	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CH22EXCZ04LQBIV	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	N/A	WC3703065	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	Pollution Liability			20ECP309799IC	6/26/2020	6/26/2023	Occ/Agg	10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excess Commercial Following Form. Carrier: Admiral Insurance Company. Term 5/1/21 - 5/1/22 Policy#BEX09604178-01 Occ/Agg Limit \$5,000,000

The Village of Downers Grove, its officers, boards, commissions, elected and appointed officials, employees, agents and its heirs, successors and assigns, are included as Additional Insured, if required in a written contract or agreement with the Named Insured, as their interest may appear, with respect to the General Liability Policy. Umbrella Follows Form.

CERTIFICATE HOLDER Village of Downers Grove 801 Burlington Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



RW COLLINS CO.

RW COLLINS W-9



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
R. W. Collins Co.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7225 W. 66th St.

6 City, state, and ZIP code
Chicago, IL 60638

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

3	6	-	2	2	1	7	9	0	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ W. Mathew Date ▶ 9/15/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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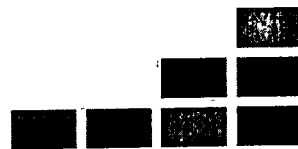
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



RW COLLINS Co.

RW COLLINS WBE CERTIFICATION



1/12/22, 8:59 AM

B2Gnow

CLOSE WINDOW **Certified Profile**[Print](#)**Business & Contact Information**

BUSINESS NAME	R.W. Collins Co	
OWNER	Mary Beth Matheney	
ADDRESS	7225 West 66th Street Chicago, IL 60638-4701	Map This Address
PHONE	708-325-5017	
FAX	708-458-6870	
EMAIL	lkruise@rwcollins.com	
WEBSITE	http://www.rwcollins.com	
ETHNICITY	Caucasian	
GENDER	Female	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	WBE - Women Business Enterprise
RENEWAL DATE	11/20/2022
EXPIRATION DATE	11/20/2027
CERTIFIED BUSINESS DESCRIPTION	91238 Construction Services, Hazardous Waste, Including Site Management 91240 Demolition Services 91244 Excavation Services 92665 Oil and Petroleum Spill Services, Including Removal of Used Petroleum Products 92684 Soil Pollution Services

Commodity Codes

Code	Description
NIGP 91238	Construction Services, Hazardous Waste, Including Site Management
NIGP 91240	Demolition Services
NIGP 91244	Excavation Services
NIGP 92665	Oil and Petroleum Spill Services, Including Removal of Used Petroleum Products

1/12/22, 8:59 AM

B2Gnow

CLOSE WINDOW 

Certified Profile

Additional Information

REGION

Metro Chicago



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

FEB - 7 2018

Ann H. Collins
R. W. Collins Co.
7225 West 66th Street
Chicago, IL 60638

Dear Ann H. Collins:

We are pleased to inform you that **R.W. Collins Co.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **2/1/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **2/1/2019, 2/1/2020, 2/1/2021, and 2/1/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/1/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/1/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

Handwritten initials or signature.

R.W. Collins Co.

FEB - 7 2018

Page 2 of 2

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

- 562910 - Environmental remediation services**
- 562910 - Oil spill cleanup services**
- 562910 - Remediation and cleanup of contaminated buildings, mine sites, soil, or ground water**
- 562910 - Remediation services, environmental**
- 562910 - Site remediation services**
- 562910 - Soil remediation services**

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/lj