CALL FOR BIDS

CFB # 18-10

BID DOCUMENTS AND SPECIFICATIONS

CONCRETE FLATWORK

FOR THE MUNICIPALITIES OF:

FLOSSMOOR, HOMEWOOD, ORLAND PARK AND RICHTON PARK

VILLAGE OF HOMEWOOD
PUBLIC WORKS
17755 ASHLAND AVENUE
HOMEWOOD, IL 60430
708.206.3470

SCHEDULE OF PRICES – ADDENDUM #1

Village of Homewood Public Works Department
17755 Ashland Avenue
Homewood, IL 60430

SUBMISSION INFORMATION

INVITATION	***# 18-10***
BID OPENING DATE:	**FEBRUARY 13, 2019**
TIME:	**10:00 A.M. Local Time**
LOCATION:	**Homewood Public Works** **17755 Ashland Avenue** **Homewood, IL 60430**

COPIES: **One (1) original & five (5) copies**

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: STRADA CONSTRUCTION CO
Address: 1742 W. ARMITAGE CT
City, State, Zip Code: ADDISON, IL 60101

CONCRETE FLATWORK

per the specifications identified herein

Item No.	Items **BASE BID**	Unit	Quantity	Unit Price	Total
1	ARROW BOARD	CAL DAY		500	
2	P.C.C. PAVEMENT PATCH CL B (7")	SY		90.00	
3	P.C.C. PAVEMENT PATCH CL C (9")	SY		120.00	
4	P.C.C. PAVEMENT PATCH CL B (10")	SY		140.00	
5	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	330	63.00	20,790
6	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (8")	SY	63	63.00	3969
7	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5")	SF	29,650	7.75	229,787.50
8	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (8")	SF	1,475	7.50	11,062.50
9	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (Variable types)	FOOT	1,331	25.00	33,275
10	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24)	FOOT		45.00	
11	DETECTABLE WARNING FIELDS – ADA Solutions, cast-in-place	SF	700	16.00	11,200
12	DETECTABLE WARNING FIELDS – "Armor Tile" cast-in-place replaceable	SF	260	16.00	4160
13	DETECTABLE WARNING FIELDS – DuraLast	SF	48	25.00	1200
14	DETECTABLE WARNING FIELDS – Tuftile Cast Iron	SF		40.00	
15	REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5	FOOT	50	3.00	150
16	AGGREGATE BASE COURSE, TYPE B, 4-INCH	SY	700	3.00	2100
17	REMOVE AND REPLACE BRICK PAVERS	SF	80	12.00	960
18	VV,MH,INLET, CB TO BE ADJUSTED	EACH		300.00	
19	HIGH-EARLY STRENGTH PCC ADJUSTMENT (PP-2 MIX)	CY		20.00	
20	P.C.C. COMBINATION (MONOLOTHIC) SIDEWALK/CURB REMOVAL & REPLACEMENT 5"-6.25"	SY		81.00	

21	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	40	45.00	1800
22	HOT-MIX ASPHALT STREET PAVEMENT REMOVAL AND REPLACEMENT	SY	880	15.00	13,200
23	EARTH EXCAVATION	CY	20	30.00	600
	TOTAL BASE BID (Items 1-23)				

$334,254.00

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BID.

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

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

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature: _____ **Company Name:** STRADA CONSTRUCTION Co

Typed/Printed Name: ANTONIO DIPAOLA **Date:** 2-13-19

Title: PRESIDENT **Telephone Number:** 630-627-3800

E-mail STRADACONSTCO@AOL.COM

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Homewood Public Works Department, 17755 Ashland Avenue, Homewood, IL 60430 until 10:00 a.m. local time on February 13, 2019, and then at said office publicly opened and read aloud for the following:

CFB NO: 18-10
CFB ON: CONCRETE FLATWORK FOR THE MUNICIPALITIES OF:

Flossmoor, Homewood, Orland Park and Richton Park

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON **FEBRUARY 5, 2019 AT 10:00 AM** AT THE **HOMEWOOD PUBLIC WORKS DEPARTMENT, 17755 ASHLAND AVENUE, HOMEWOOD, IL 60430.**

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

Plans, specifications and bid forms may be obtained at HOMEWOOD PUBLIC WORKS DEPARTMENT, 17755 ASHLAND AVENUE, HOMEWOOD, IL 60430, or by calling (708) 206-3470.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Homewood for not less than ten percent (10%) of the bid amount.

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

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

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

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

Dated: January 27, 2019

GENERAL TERMS AND CONDITIONS

1. **INTENT**
It is the intent of the Village of Homewood (HOMEWOOD), Village of Flossmoor, Village of Orland Park and Village of Richton Park, (collectively, the "Municipalities") to jointly bid concrete flatwork services and award these services to a single contractor ("Contractor").

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

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

2. **PRE-BID CONFERENCE**
A NON-MANDATORY PRE-BID CONFERENCE will be held on FEBRUARY 5, 2019 at 10:00 a.m. at the VILLAGE OF HOMEWOOD PUBLIC WORKS DEPARTMENT, 17755 ASHLAND AVENUE, HOMEWOOD, IL 60430.

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

3. **BID PRICE**
Please submit pricing for the base bid items and supplemental unit prices. The Municipalities reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the municipality.

4. **SECURITY GUARANTEE**
Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 10% to the Village of Homewood to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Homewood will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until both a payment bond and performance bond have been executed and approved by each awarding municipality, after which it will be returned.

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

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

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

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

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

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

7. **TERM**
The Agreement shall be in effect for one (1) year from date of award.

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

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

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

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

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

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

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

11. **DISCLOSURES AND POTENTIALCONFLICTS OF INTEREST (30 ILCS 500/50-35)**
Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

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

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

By submitting a bid, all bidders acknowledge and accept that if any Municipality discovers an undisclosed potential

or actual conflict of interest, that Municipality may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

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

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

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

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

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

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

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).
For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, an new monetary penalty of $5,000 may be assessedagainst contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

14. **CERTIFIED PAYROLL REQUIREMENTS** (Public Act 94-0515)
Since this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Municipality no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE MUNICIPALITY. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Municipality reserves the right to check the pay stubs of the workers on the job. The Municipality further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

15. **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)**
Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ at least 90% Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Homewood's Village Attorney.

16. **ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**
In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

17. **WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**
The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

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

A. Bid pricing
B. Compliance with specifications
C. Previous Municipality Experience
D. Submittal compliance
E. References
F. Not currently suspended from participation in any Local, State or Federal Projects

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

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

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

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

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

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

Failure to identify subcontractors could result in disqualification.

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

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

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

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

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

24. **ADDITIONAL INFORMATION**
Should the bidder require additional information about this bid, submit questions via email to: John Schaefer at jschaefer@homewoodil.gov. Questions must be submitted **no later than 4:00 p.m. on February 8, 2019 by 2:00 pm.**

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

25. **CAMPAIGN DISCLOSURE**

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

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

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

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

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

27. **RESPONSIVE BID**

27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid

may be cause for rejection of the bid.

27.2 Bidders shall promptly notify the Village of Homewood of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

28. **JOINT PURCHASING/PURCHASING EXTENSION**

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

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

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

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

29. **INSURANCE**

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

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

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

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

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

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

Each Occurrence Limit	$1,000,000

29.5 **Umbrella Coverage**: $2,000,000

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

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

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

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

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

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

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

30. **HOLD HARMLESS**

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

31. **CHANGE IN STATUS**

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

32. **CHANGE ORDERS**

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

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

32.2 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Municipality. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change

orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager or other authorized agent.

32.3 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

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

33. **INVOICES, PAYMENTS, AND QUANTITIES**

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

Invoices shall be delivered to:

Village of Flossmoor
John Brunke, P.E.
1700 Central Park Avenue
Flossmoor, IL 60422

Village of Homewood
Max Massi, P.E.
17755 Ashland Avenue
Homewood, IL 60430

Village of Orland Park
Rich Rittenbacher
15655 Ravinia Drive
Orland Park, IL 60462

Village of Richton Park
Michael Wegrzyn
4455 Sauk Trail
Richton Park, IL 60471

34. **PRECEDENCE**

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

35. **JURISDICTION, VENUE, CHOICE OF LAW**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in 6th Municipal District Court of Cook County.

36. **NON-ENFORCEMENT BY THE MUNICIPALITIES**

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

37. **INDEPENDENT CONTRACTOR**

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

38. **TERMINATION**

The Village of Homewood reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

39. **VILLAGE CONTRACTOR'S LICENSE**

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

40. **AUDIT/ACCESS TO RECORDS**

A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance

of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Municipality or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of $25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of $25,000.

C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
   i. negotiated prime contractors;
   ii. negotiated change orders or contract amendments in excess of $25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
   iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

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

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

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

LABOR STATUTES, RECORDS AND RATES
CONSTRUCTION CONTRACTS
for
MUNICIPALITIES - STATE OF ILLINOIS

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

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

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract

Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

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

4.2.1 The Contractor shall submit to the Municipality by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

6.0. **DRUG FREE WORK PLACE**

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

6.1.1 Publishing a statement:
(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
(2) Specifying the actions that will be taken against employees for violations of such prohibition.
(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
(A) abide by the terms of the statement; and
(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

6.1.2 Establishing a drug free awareness program to inform employees about:
(1) the dangers of drug abuse in the workplace;
(2) the Village's or Contractor's policy of maintaining a drug free workplace;
(3) any available drug counseling, rehabilitation and employee assistance programs;
(4) the penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

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

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

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

8.0 PATRIOT ACT COMPLIANCE

8.1 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.

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

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

The current Prevailing Wages Rates for Cook County can be found at:

http://www.state.il.us/agency/idol/rates/rates.HTM

TECHNICAL TERMS AND CONDITIONS

1. **SCOPE OF WORK**
The Village of Homewood requests bids for concrete flatwork, to be performed throughout the Village of Homewood (HOMEWOOD), Village of Flossmoor (FLOSSMOOR), Village of Orland Park (ORLAND PARK) and the Village of Richton Park (RICHTON PARK), collectively, the "Municipalities". The successful bidder ("Contractor") will provide services that comply with the following:

   a. Specifications in the attached Appendix B
   b. The Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" (Adopted April 1, 2016) and Supplemental Specifications and Recruiting Special Provisions (Adopted January 1, 2018), as amended by the attached Appendix B
   c. Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG) and the Illinois Accessibility Code (IAC)

2. **PROJECT DELIVERABLES / QUANTITIES**
The Contractor shall provide all work specified herein, at various locations throughout the Municipalities per the specifications contained herein. The table in Appendix C provides estimates for locations and quantities for services/goods to be provided. The quantities listed in the table are estimated quantities. The actual quantities ordered by the Municipalities may be fewer or greater than those listed depending on the conditions of the Municipalities' roadways and walks during a particular year.

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

   Work in each Municipality shall begin in spring/summer 2019, pending approval by its corporate authorities. The Contractor shall provide services for the Municipalities per the schedule that each Municipality coordinates with the Contractor.

   The Contractor will begin services for the Municipalities in spring/summer of each year, and will complete these services by September 30, 2019. The completion date may be extended for a municipality upon mutual written consent by the municipality and the Contractor.

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

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

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

   The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway closures shall not exceed seven (7) calendar days unless agreed to by the property owner and the Public Works Director (or his/her designee).

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

5. **LANE/ROADWAYS CLOSURES / TRAFFIC CONTROL AND PROTECTION**
This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special

Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701311, 701501, 701801, 701901
DISTRICT ONE DETAILS: Traffic Control and Protection for Side Roads, Intersections, and Driveways.
RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS: Work Zone Traffic Control Surveillance, Flaggers in Work Zones.

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

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

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

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

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

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

Type 2 barricades with lights shall be placed by the contractor at excavated sites during the concrete curing period as required by the Director of Public Works.

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

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route as determined by the Public Works Director (or his/her designee).

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

6. **DELIVERY OF SERVICES/GOODS**
The Contractor shall deliver services at the locations specified by each Municipality on the map or list of locations that the Municipality provides to the Contractor.

7. **TERM**
The term of this contract shall be one (1) year.

8. **CONTRACTOR SUBMITTALS**
8.1 Prior to beginning work, the Contractor shall furnish to each Municipality the necessary certifications that all materials to be used meet the specification of Division 1000, MATERIALS per the Illinois Department of

Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" (Adopted April 1, 2016) and "Supplemental Specifications and Recurring Special Provisions" (Adopted January 1, 2018), hereinafter referred to as the "Standard Specifications".

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

8.3 Following the award of construction contract and prior to starting work, the Contractor shall furnish to each Municipality a construction progress schedule or critical path schedule satisfactory to the Public Works Director (or his/her designee) which shall show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified in Section 5 of these Technical Specifications.

9. MATERIAL TESTING

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

10. RESIDENT AND BUSINESS NOTIFICATION

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

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths where work is scheduled to be completed. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. crack sealing, seal coating, etc), the dates it is planned for, and "no parking" (if applicable), or any other language approved/required by the Municipality.

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

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

11. PERMITS

For any State or County Highway Permits or other required Local Permits, the Contractor shall execute all necessary permit forms, provide and pay for any fee and bond requirements, and execute and comply with all insurance and performance guarantee requirements as incidental to the Contract. Municipality shall reimburse for highway permit/bond fees for contractor (if applicable).

Strada Construction Co.

1742 W. Armitage Court Addison, IL 60101 ♦ 630-627-3800 ♦ 630-627-3819

REFERENCES

Village of Addison
Arnie Bosh
630-235-8152

Village of Lombard
Tom Dixon
630-464-6642

City of Wheaton
Mike Wakefield
630-260-2000

Village of Bolingbrook
Ivan Stratka
630-347-1539

Village of Mount Prospect
Paul Bures
847-870-5640

Village of Hoffman Estates
Craig Greismeir
847-490-6800

CONTRACTOR REFERENCES

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

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone
Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

(A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;

(B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;

(C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;

(D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;

(E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;

(F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;

(G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;

(H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

(I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

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

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

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

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

Subscribed and Sworn to this 13th day of Feb, 2019

Notary Public

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

OFFICIAL SEAL
LORRA DIPAOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/26/21

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

ANTONIO DIPAOLA, being first duly sworn,

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

of STRADA CONSTRUCTION, CO
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

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

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 13th day of Feb, 2019

Notary Public

OFFICIAL SEAL
LORRA DIPAOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/26/21

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

CONFLICT OF INTEREST

STRADA CONSTRUCTION Co, hereby certifies that

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

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

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

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 13th day of Feb, 2019

Notary Public

OFFICIAL SEAL
LORRA DIPAOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/26/21

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

TAX COMPLIANCE AFFIDAVIT

ANTONIO DIPAOLA, being first duly sworn, deposes and says that (s) he is

PRESIDENT of STRADA CONSTRUCTION Co
(Partner, Officer, Owner, Etc.) (Contractor)

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

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

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

Subscribed and Sworn to this 13th day of Feb, 2019

Notary Public
OFFICIAL SEAL
LORRA DIPAOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/26/21

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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

NA

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

.....

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

.....

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

PARTICIPATION AFFIDAVIT

ANTONIO DIPAOLA, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is

PRESIDENT of STRADA CONSTRUCTION CO
(Partner, Officer, Owner, Etc.) (Contractor)

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

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

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

Subscribed and Sworn to this 13th day of Feb, 2019.

Notary Public

OFFICIAL SEAL
TERRA DIPAOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/26/21

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

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Homewood 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 Homewood 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 Homewood 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 _____ Print Name ANTONIO DIPAOLA

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

Print the following information:
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: $ _____

_____ _____
Signature Print Name

APPENDIX A
AGREEMENT ACCEPTANCE

CFB # 18-10
CONCRETE FLATWORK

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **[*insert Municipality name*]** ("Owner") this _____day of _____, **2019**.

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

By: ***TO BE COMPLETED BY MUNICIPALITY UPON CONTRACT AWARD***

Title: _____

TECHNICAL SPECIFICATIONS

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

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

When removing pavement, curb and gutter, sidewalk or other materials, the use of any type of breaker that might damage underground public utilities will not be permitted. Under no circumstances will the use of a frost ball be permitted.

The contractor shall exercise caution to preserve public safety during the course of the work and shall pick up all loose forming nails each day.

The contractor shall insure adequate drainage whenever possible during construction of a new sidewalk.

The contractor shall remove any tree root(s) that may hamper the construction of new sidewalks. Removal shall be to a depth of at least six (6) inches and not more than twelve (12) inches below the bottom of the sidewalk. Tree roots shall be removed by cutting in a manner approved by the Director of Public Works of the municipality.

The contractor shall replace material removed as a result of setting forms.

All protective measures including plastic sheeting, straw, curing compound, protective coat, as required by the standard specification or in the judgment of the engineer shall be provided by the contractor as incidental to the contract.

PROTECTION OF WORK

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility. Driveways shall be kept barricaded for a minimum of four (4) days after placement of concrete.

REMOVAL AND HAULING OF DEBRIS

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

RESTORATION

Restoration includes all landscape and any damage due to negligence of the Contractor or deemed unnecessary by the Municipality will be restored at no additional cost to the Municipality. Restoration must be completed to the satisfaction of the Public Works Director (or his/her designee). The Public Works Director (or his/her designee) may request restoration not satisfactorily completed to be removed and replaced at no additional cost to the Municipality.

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

Concrete restoration shall meet the Specifications as listed herein.

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

Landscape restoration shall consist of 4-inches of topsoil, seed, and blanket.

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

Mobilization
This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

The estimated number of mobilizations that the Contractor shall make to each municipality is as follows (if not listed, municipality requires one (1) mobilization):

- Village of Flossmoor
- Village of Homewood [2]
- Village of Orland Park [5]
- Village of Richton Park [3]

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

Item 01 - Arrow Board
This work shall include providing and maintaining an Arrow Board for traffic control in accordance with the applicable portions of Section 701 of the Standard Specifications and Highway Standards 701301, 701311, 701501, 701801 and 701901 when requested by the Public Works Director (or his/her designee).

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

Item 02 – P.C.C. PAVEMENT PATCH – CL B (7")
This Pay Item intended to be used on municipal-owned concrete roadways.

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 442. This pay item shall include removal of the existing concrete, installation of new concrete patch, saw-cutting, dowel bars, tie bars, contraction joints, expansion joints, and preparation of existing base. Joints do not need to be sealed.

Dowel bars and tie bars are required in the new concrete patch.

Also included in this Pay Item is the installation of integral or monolithic curb where existing monolithic or integral curb exists. In this case, the pavement patch will be measured to the back-of-curb.

The concrete shall be Class PP-1 Portland Cement Concrete per Section 1020 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT PATCH CL B (7").

Item 03 – P.C.C. PAVEMENT PATCH – CL C (9")
This Pay Item intended to be used on municipal-owned concrete roadways.

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 442. This pay item shall include removal of the existing concrete, installation of new concrete patch, saw-cutting, dowel bars, tie bars, contraction joints, expansion joints, and preparation of existing base. Joints do not need to be sealed.

Dowel bars and tie bars are required in the new concrete patch.

Also included in this Pay Item is the installation of integral or monolithic curb where existing monolithic or integral curb exists. In this case, the pavement patch will be measured to the back-of-curb.

The concrete shall be Class PP-1 Portland Cement Concrete per Section 1020 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT PATCH CL B (9").

Item 04 – P.C.C. PAVEMENT PATCH – CL B (10")
This Pay Item intended to be used on municipal-owned concrete roadways.

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 442. This pay item shall include removal of the existing concrete, installation of new concrete patch, saw-cutting, dowel bars, tie bars, contraction joints, expansion joints, and preparation of existing base. Joints do not need to be sealed.

Dowel bars and tie bars are required in the new concrete patch.

Also included in this Pay Item is the installation of integral or monolithic curb where existing monolithic or integral curb exists. In this case, the pavement patch will be measured to the back-of-curb.

The concrete shall be Class PP-1 Portland Cement Concrete per Section 1020 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT PATCH CL B (10").

ITEM 05– P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")
This item shall include the removal and replacement of Portland Cement Concrete driveway of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 423 and 440. The work shall include complete removal and replacement of those areas which have been marked by the Public Works Director (or his/her designee) for removal and replacement which are included on a list supplied to the Contractor. The Contractor shall notify the Municipality 48 hours in advance of scheduled time and place he intends to work.

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

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

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

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

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

ITEM 06– P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (8")
This item shall include the removal and replacement of Portland Cement Concrete driveway of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 423 and 440. The work shall include complete removal and replacement of those areas which have been marked by the Public Works Director (or his/her designee) for removal and replacement which are included on a list supplied to the Contractor. The Contractor shall notify the Municipality 48 hours in advance of scheduled time and place he intends to work.

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

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

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

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

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT 8", which price shall be payment in full for removal, disposal, and full installation of new concrete driveways.

ITEM 07–P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5")

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

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

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway.

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

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

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater.

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

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

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

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

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

ITEM 08–P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (8")

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

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

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway.

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

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

The thickness of the new sidewalk shall be a minimum of eight (8") inches or equal to the thickness of the existing sidewalk whichever is greater.

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

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

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

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

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (8"), which price shall be payment in full for removal, disposal, and full installation of new concrete sidewalks.

ITEM 09– COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (Variable types)

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

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

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

additional cost to the Municipalities.

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

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

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

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

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

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

ITEM 10 – COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24)

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

This work shall be performed in accordance with ITEM 11 – COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

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

ITEM 11, 12, 13, 14 – DETECTABLE WARNING FIELDS

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

1. ADA Solutions, cast-in-place
2. "Armor Tile" cast-in place replaceable
3. Duralast® Detectable Warnings- Powder Coated Brick Red, East Jordan Iron Works
4. Tuftile® Cast Iron Wet Set- Powder Coated Colonial Red, Tuftile ADA Detectable Warning Products

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

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

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

ITEM 15 – REINFORCEMENT BARS, EPOXY COATED – TWO CONTINOUS NO. 5

This Pay Item is to be used when ITEM 10 – COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) is used, where required by the Engineer.

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

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

ITEM 16 – AGGREGATE BASE COURSE, TYPE B, 4-INCH

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

Where no existing aggregate base course exists, the base course shall be constructed of not less than 4-inches of thickness when compacted. The base course shall have a gradation of CA-6, Grade 8.

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

Basis of Payment: This work will be paid for at the contract unit price per square yard for AGGREGATE BASE COURSE, TYPE B, 4-INCH, which shall include furnishing, placing, shaping, adding water (if necessary), and compacting the aggregate as described above.

ITEM 17 - REMOVAL AND REPLACEMENT OF BRICK PAVERS

This work shall consist of removing and replacing existing brick pavers disturbed during work operations. This includes brick driveways adjacent to concrete sidewalks to be removed and replaced, brick paver ribbons adjacent to existing driveways, or other instances brick pavers are present.

Removal.

No brick driveways shall be removed without prior written approval from the Municipality.

The Contractor is required to take care while working adjacent to brick pavers to minimize any damage to the existing brick pavers. Any damage due to negligence of the Contractor or deemed unnecessary by the Municipality will be restored at no additional cost to the Municipality.

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

Any edge restraints present shall be removed to the limits of the brick paver removal and replacement and shall be included in the cost of this item.

Installation.

This work shall include the installation of a minimum of 8-inches (installed in 2 lifts) of Aggregate Base Course according to ASTM D 2940. This work shall also include installing edge restraints, spreading, compacting and leveling (with a screed) 1-inch of bedding sand, installing the bricks, filling and brushing the joints with fine sand, and compacting the brick pavers with a vibrating plate compactor.

The layout and pattern shall match that of the existing driveway apron. Salvaged bricks from the brick driveway pavement removal shall be used to reinstall the brick driveway; however any necessary replacement or additional bricks shall match the color and shape of the brick paving units of the existing driveway pavement.

New paving brick shall meet the requirements for ASTM C902, "Standard Specification for Pedestrian and Light Traffic Paving Brick".

Edge restraints shall match the existing edge restraints in type and dimensions. If the existing edge restraints encountered on this job are concrete, the edge restraints shall be cast-in-place to existing dimensions and properly cured before replacing the brick driveway. The edge restraints shall be included in the cost of this item regardless of the type of edge restraint used. If the existing edge restraint cannot be salvaged, the same type and size of the existing

edge restraint shall be utilized wherever possible. If the same edge restraint cannot be obtained, the edge restraint shall be Valleyview T-Shaped edging. Spike spacing for edge restraints shall be between 8 to 10-inches.

Basis of Payment
This work will be paid for at the contract unit price per square foot for REMOVE AND REPLACE BRICK PAVERS.

ITEM 18 – VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED
This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 602.

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

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

ITEM 19 – HIGH-EARLY-STRENGTH PCC ADJUSTMENT (PP-2 MIX)
This work shall be done in accordance with the Standard Specifications insofar as applicable, and shall be applied to the pay items in this contract only where directed by the municipality.

Where directed by the municipality, an approved high-early-strength portland cement concrete shall be used to obtain a minimum of 3,200 psi in 25 hours, or as otherwise approved by the municipality.

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

ITEM 20 – P.C.C. COMBINATION (MONOLITHIC) SIDEWALK/CURB REM. AND REPLACE. (5"-6.25")
This item shall include the removal and replacement of Portland Cement Concrete Combination (monolithic) Sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 424 and 440. The work shall include complete removal and replacement of those areas which have been marked by the Public Works Director (or his/her designee) for removal and replacement which are included on a list supplied to the Contractor. The Contractor shall notify the Municipality 48 hours in advance of scheduled time and place he intends to work.

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

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

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

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

The thickness of the new combination sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing combination sidewalk to a maximum of 6.25". At the face of the roadway, a 6" wide concrete section shall be installed a minimum 8" below the pavement surface.

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

For combination sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4

reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Combination sidewalks immediately adjacent to concrete pavement shall be doweled into the existing pavement at a minimum of 24" o.c. Reinforcement and dowels shall be incidental to the cost of the pay item.

This item shall include saw-cutting, removal and disposal of existing concrete combination sidewalk; site preparation; installation of new concrete combination sidewalks, including providing, pouring, consolidating, finishing, curing, applying protective coat, and protecting the P.C.C. combination sidewalk; contraction and expansion joints; reinforcing bars; locating, potholing, exposing, and protection of existing utilities; and restoration of adjacent areas.
When combination sidewalks are closed to pedestrians a minimum of two barricades (one on either side of the work zone) shall be used.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"-6.25"), which price shall be payment in full for removal, disposal, and full installation of new concrete combination sidewalks.

ITEM 21 - HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT:
This work shall be performed in accordance with the applicable portions of Sections 358, 406, and 440 of the Standard Specifications. This item consists of the removal of the existing bituminous driveway surface where curb or sidewalk is repaired a distance of three (3) feet or as marked by the Engineer to provide a smooth transition between drive and the new curb or sidewalk. The limits of the work shall be neatly saw cut. This saw cutting shall not be paid for separately but shall be included in the cost of this item. Damage done from the Contractor's operation beyond these marked limits will be repaired at the Contractor's expense. Replacement will be with three (3) inch minimum Hot-Mix Asphalt Surface Course, Mix "C", N50. A minimum two (2) inch thick CA-6 aggregate base shall be placed compacted and primed prior to resurfacing.

This work will be paid for at the contract unit price per square yard for **HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT**, which price shall include all labor, material and equipment necessary to complete the work as specified herein.

ITEM 22 - HOT-MIX ASPHALT STREET PAVEMENT REMOVAL AND REPLACEMENT:
This work shall be performed in accordance with the applicable portions of Sections 358, 406, and 440 of the Standard Specifications. This item consists of the removal and replacement of the existing street pavement damaged during curb removal by the contractor. The area of street pavement will be removed as marked by the Engineer. The limits of the work shall be neatly saw cut. This saw cutting shall not be paid for separately but shall be included in the cost of this item. Damage done from the Contractor's operation beyond these marked limits will be repaired at the Contractor's expense. Replacement will consist of four (4) inch thick Hot-Mix Asphalt Surface Course, Mix "C", N50 or a thickness matching the existing asphalt pavement, whichever is greater.

This work will be paid for at the contract unit price per square yard for **HOT-MIX ASPHALT STREET PAVEMENT REMOVAL AND REPLACEMENT**, which price shall include all labor, material and equipment necessary to complete the work as specified herein.

ITEM 23 – EARTH EXCAVATION
This work shall include the excavation, transportation and disposal of excavated material per Section 202 of the Standard Specifications. Basis of payment: This work shall be paid for at the contract unit price per cubic yard (CY) for EARTH EXCAVATION.

ERIE INSURANCE COMPANY
BID BOND

Know All Men by These Presents, Bond No. .....

That we, Strada Construction Company
(hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety), as Surety, are held and firmly bound unto Village of Homewood
hereinafter called the Obligee in the full and just sum of
Ten percent of Bid Amount Dollars, ($ 10% of bid amount),
good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 6th day of February, A.D. 2019 Year.

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Obligee shall make any award within 60 days to the Principal for 2019 Concrete Flatwork
according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall dully make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness: .....

Principal. Strada Construction Company

By: .....

Witness: .....

ERIE INSURANCE COMPANY

By: Christopher A. Bertrand
Attorney-in-Fact

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ERIE INSURANCE COMPANY

ERIE

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

Christopher J. Bechtold, Richard G. Bechtold and Elizabeth Goeller

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

each in a penalty not to exceed the sum of five hundred thousand dollars ($500,000.00).

And to bind the ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of the ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on May 8, 2002 at which a quorum was presented and said Resolution has not been amended or repealed:

"Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

Resolved, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof."

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on the 8th day of May, 2002, at which a quorum was present and said Resolution has not been amended or repealed:

"Resolved, that the signature of Jeffrey A. Ludrof, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, the ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 8th day of May, 2002.

ERIE INSURANCE COMPANY INCORPORATED 1972 ERIE, PA.

Jeffrey A. Ludrof
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 8th day of May, A.D. 2002, before me personally came Jeffrey A. Ludrof, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

SHEILA M. HIRSCH COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

My commission expires June 27, 2008
Notary Public

CERTIFICATE

I, J. R. Van Gorder, as Secretary of the ERIE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

ERIE INSURANCE COMPANY INCORPORATED 1972 ERIE, PA.

J. R. Van Gorder, Secretary

this 10th day of February 20 19

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