



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Meeting Agenda

Public Works Committee

*Chairman Kathleen M. Fenton
Trustees James V. Dodge and Carole Griffin Ruzich
Village Clerk John C. Mehalek*

Monday, March 18, 2019

6:00 PM

Village Hall

A. CALL TO ORDER/ROLL CALL

B. APPROVAL OF MINUTES

[2019-0201](#) Approval of the February 18, 2019 Public Works Minutes

Attachments: [Draft Minutes](#)

C. ITEMS FOR SEPARATE ACTION

1. [2019-0197](#) Disposal of Surplus Village Equipment - Ordinance

Attachments: [Exhibit A](#)
[Ordinance](#)
[Inventory](#)

2. [2019-0188](#) Sanitary Sewer Cleaning and Televising 2019-2020 - Bid Award

Attachments: [Award Recommendation Letter](#)
[Bid Responsiveness Check](#)
[Bid Tabulation](#)
[SewerTech LLC](#)

3. [2019-0184](#) 2019 Sanitary Sewer Rehabilitation - Bid Award

Attachments: [Award Recommendation Letter](#)
[Bid Tabulation](#)
[National Power Rodding Price Sheet](#)
[Bid Responsiveness Check](#)

4. [2019-0195](#) Soils and Materials Testing and Engineering RFP- Award

Attachments: [CGMT RFP](#)
[Material Testing](#)
[RFP Tabulation](#)
[RFP Responsiveness Check](#)

5. [2019-0189](#) Concrete Flatwork SPWDA Joint Bid - Award

Attachments: [Bid Tabulation](#)
[Strada Bid](#)

6. [2019-0183](#) 2019-2020 Central Management Services Bulk Road Salt Participation - Joint Purchase Requisition

Attachments: [Rock Salt 2019-2020](#)

7. [2019-0198](#) Fiber Locating Agreement - Adesta LLC First Amendment

Attachments: [Adesta LLC](#)
[Fiber Optic Conduits Shared](#)
[VOP Fiber Conduit](#)

D. NON-SCHEDULED CITIZENS & VISITORS

E. ADJOURNMENT

DATE: March 18, 2019

REQUEST FOR ACTION REPORT

File Number:	2019-0201
Orig. Department:	Public Works Department
File Name:	Approval of the February 18, 2019 Public Works Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Minutes of the Regular Meeting of the Public Works of February 18, 2019.

VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org



Meeting Minutes

Monday, February 18, 2019

6:00 PM

Village Hall

Public Works Committee

*Chairman Kathleen M. Fenton
Trustees James V. Dodge and Carole Griffin Ruzich
Village Clerk John C. Mehalek*

CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:09 P.M.

Present: 3 - Chairman Fenton; Trustee Dodge and Trustee Griffin Ruzich

APPROVAL OF MINUTES

2019-0133 Approval of the January 21, 2019 Public Works Minutes

I move to approve the Minutes of the Regular Meeting of the Public Works of January 21, 2019.

A motion was made by Trustee Dodge, seconded by Trustee Griffin Ruzich, that this matter be APPROVED. The motion carried by the following vote:

Aye: 3 - Chairman Fenton, Trustee Dodge, and Trustee Griffin Ruzich

Nay: 0

ITEMS FOR SEPARATE ACTION

2019-0107 Crystal Tree Subdivision Water Main Lining - Proposal Award

Public Works Director John Ingram reported that the Public Crystal Tree Subdivision was developed in the late 1980's. The water main that was installed during construction was ductile iron pipe, which is still the standard for water main installation in the village. In the late 1990's ductile iron pipe manufacturers recommended a polyvinyl wrap when installing new water main to prevent corrosion to the exterior of the pipe. Crystal Tree Subdivision has been prone to water main breaks due to deterioration of the ductile water main.

Two different methodologies of rehabilitation were explored: open cut and cured in place structural slip lining. Both methods offer positive and negative attributes. In 2009 2,632 feet of water main in Crystal Tree was replaced with PVC pipe. That replacement was completed in advance of the homeowners association planned street rehabilitation project. After evaluation, cured in place structural slip lining proved to be cost effective and the least invasive option. Staff recommends the use of a structural liner with the service connection mechanically connected to the liner. This process eliminates reliance on the host pipe which continues to deteriorate.

Based on available 2018 funding, Utility Division staff prioritized sections of main to be lined based upon quantity of water main breaks and overall main condition. Staff recommends Lake Ridge Road, Golf Road, and a portion of Hollow Tree Road. There would be a total of 2,555 linear feet of water main lined and fifty-nine 1" services reinstated. Additional water main is planned for lining with 2019 funds.

The request for proposals was advertised on November 8, 2018. A total of two hundred three (203) vendors were notified through BidNet and one (1) contractor was emailed directly with a notification of bid. Twenty four (24) companies downloaded the specifications. The proposal opening was conducted on December 5, 2018, and the village received three (3) proposals for consideration. Insituform Technologies USA, LLC of Chesterfield, Missouri submitted an amount of \$927,147.00. Michels Pipe Services, a division of Michels Corporation of Brownsville, Wisconsin submitted an amount of \$848,040.00. Fer-Pal Construction USA LLC, of Elgin, Illinois submitted an amount of \$679,127.50.

Utility Division staff met with each of the firms to evaluate their product and process. Both Insituform Technologies and Fer-Pal meet the specification provided. Michels Pipe service provides a structural liner, but does not meet the requirement for mechanical service connection. Their process still relies on the host pipe for maintaining the service connections. The village has previously used Fer-Pal for the Maycliff water main lining project in 2015. Staff recommends accepting the proposal submitted by Fer-Pal Construction USA, LLC of Elgin, Illinois for the Crystal Tree Water Main Lining project in the amount of \$739,127.50 (\$679,127.50 plus \$60,000.00 contingency).

I move to recommend to the Village Board to accept the proposal from Fer-Pal Construction USA, LLC, of Elgin, Illinois in the amount of \$739,127.50 (\$679,127.50 plus \$60,000.00 contingency).

A motion was made by Trustee Dodge, seconded by Trustee Griffin Ruzich, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:

Aye: 3 - Chairman Fenton, Trustee Dodge, and Trustee Griffin Ruzich

Nay: 0

2019-0110 2019 Fernway Subdivision Roadway and Drainage Improvements, Watershed #4 - Design Engineering Services

Public Works Director John Ingram reported that the pavement in Fernway Subdivision was originally constructed in the early 1960's. At that time, the unincorporated roadways were constructed to a rural cross section below village standards. The village has spent considerable resources maintaining these roadways since annexing the area in the mid-1980s. The village's pavement management consultant, Applied Research Associates (ARA), has recommended full depth pavement reconstruction with installation of a concrete shoulder to contain the pavement edge. Due to the scale of work and projected construction cost, the improvements for the entire Fernway subdivision are projected to span a period of nine years beginning in 2016, continuing to 2024, subject to available funding. An overall Fernway improvement map is provided for reference, showing the nine color-coded project areas representing each anticipated road-and-ditch reconstruction project year. The map also identifies six watershed areas defined by green borders and numbers. The determining factor for each project year is

dictated by the lay of the land, working from low-lying areas to higher areas; however, since there are several separate (and some independent) watersheds in Fernway, the proposed project years are a guide and not absolute.

The storm water design of each Fernway reconstruction area has been engineered by Christopher B. Burke Engineering Ltd. (CBBEL). The village approved a contract with CBBEL in 2013 to provide storm water design for the roadside ditch improvements within watershed areas one (#1) through three (#3). The overall map shows the 2019 project location lies in the southern portion of watershed four (#4) and therefore the village must engage a consultant to provide storm water design services for this area.

Since initiating this multi-year project in 2016, the Village Board has annually approved contracts with Baxter & Woodman Consulting Engineers to provide roadway design services (Phase II) and construction oversight services (Phase III) for each project area. Baxter & Woodman has provided the road design engineering and incorporated the CBBEL storm water design into the overall plans for construction bidding. The Phase II road engineering (provided by Baxter & Woodman) and ditch design engineering (provided by CBBEL) includes field evaluation, utility coordination, pavement rehabilitation evaluation, ditch re-grading, project specifications, detailed engineering bid drawings and bidding assistance. Each year the village has ultimately received an acceptable project design from their collaboration. However, a large amount of back-and-forth coordination occurred between the two firms to finalize the project design. After three years of using this approach, village staff believes the process would be more efficient by using one consulting engineer for both the road design and the storm water design.

To date the first three road reconstruction project areas have been successfully completed. The overall project map indicates 2019 reconstruction to include the following streets: Robinhood Drive (north of 167th Street to 165th Place), 166th Place, 166th Street and 165th Place. Village staff requested proposals from both Baxter & Woodman and CBBEL for the 2019 road and ditch design, and for the storm water design of watershed four (#4) in its entirety. Note that the entire drainage area for watershed four covers three (3) full road project years and part of a fourth year.

Baxter & Woodman submitted a stormwater design proposal for watershed four (#4) in the amount of \$71,703.00 and a proposal for the 2019 road and ditch design in the amount of \$41,440.00, resulting in a combined total of \$112,743.00. CBBEL submitted a combined stormwater design and roadway design proposal for watershed four (#4) and the 2019 project area in the amount of \$99,400.00.

To date, CBBEL has demonstrated excellent ability to perform the services necessary for proper development of the Fernway stormwater design. CBBEL is also well qualified to provide design services for the road and ditch engineering.

Based upon the proposals submitted and previous Fernway reconstruction experience by CBBEL, staff recommends accepting the proposal from Christopher B. Burke Engineering Ltd. of Rosemont, Illinois in an amount not to exceed \$99,400.00.

Based on the type of construction, 55% of the road and ditch design cost will be funded by the Road Improvement Program and 45% of the road and ditch design cost will be funded by the Storm Water Fund.

I move to recommend to the village Board to accept the proposal for 2019 Fernway Subdivision Roadway and Drainage Improvements, Watershed #4 from Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois, in an amount not to exceed \$99,400.00.

A motion was made by Trustee Dodge, seconded by Trustee Griffin Ruzich, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:

Aye: 3 - Chairman Fenton, Trustee Dodge, and Trustee Griffin Ruzich

Nay: 0

2019-0113 LED Street Lighting Upgrade - IDOT and Cook County Jurisdiction Roads - Proposal Award

Public Works Director John Ingram reported that in 2018, the village converted approximately 2,500 village owned high pressure sodium street lights to more efficient LED technology. This LED street light conversion project was completed through an Energy Performance Contract with Control Technology & Solutions, LLC (CTS Group) of St. Louis, Missouri. This project did not include street lighting along state and county roadways such as LaGrange Road, 159th Street and 179th Street. Nor did it include decorative lighting such as in the Old Orland Historic District.

Following completion of the initial street light conversion project, energy saving are guaranteed by CTS to be a minimum of \$95,519.00 annually. Additionally, the village has been approved for rebates offered through Commonwealth Edison totaling \$270,990.30.

Staff is requesting to reinvest a portion of the Commonwealth Edison rebate money for the conversion of street lighting along state and county roads to increase energy efficiency savings and continue to take advantage of rebate offerings. Proposals for design and permitting were requested from four firms for the conversion of lights along Lagrange Road, 159th Street, and 179th Street (exhibits attached to the Committee Packet). Harlem Avenue, the only remaining state road with village street lighting, is being upgraded through a separate project.

Three of the four firms submitted proposals for each of the project areas with HR

Green, Inc. of New Lenox, IL abstaining. Three (3) submittals were received from; Christopher B. Burke Engineering, Ltd. (CBBEL) of Rosemont, Illinois - \$149,470; Control Technology & Solutions, LLC (CTS Group) of St. Louis, Missouri - \$122,477; and V3 Companies of Woodridge, Illinois - \$155,070. Attached to the Committee Packet is a summary sheet showing the proposed costs submitted from each firm, broken down by location.

An evaluation of the submittals and summary sheet reveal comparable services. All three proposers would provide project coordination and IDOT permitting assistance, with village staff installing the lights. An additional service offered in the proposal from CTS Group includes coordination of the Commonwealth Edison rebate process and procurement of the fixtures (except for 159th Street). The value added services from CTS Group provide an opportunity for staff to focus on other projects proposed and currently underway. A consistent fixture cost was added to each firm's proposal to ensure an apple to apples comparison.

For 159th Street, from west of Ravinia Avenue to east of Oak Park Avenue the lights are under separate municipal jurisdictions and the proposals do not include the purchase of lights. All proposals include coordination between Orland Park, Orland Hills, Tinley Park and IDOT for permitting the entire project length. Purchasing of the lights will be handled separately as it is anticipated that permitting and coordination will take longer to complete. Note that Orland Park would only purchase 129 of approximately 250 lights included in this project, with Tinley Park and Orland Hills each participating with the purchase and installation of their own lights.

For all three locations, when considering the total initial cost, experience with ComEd approval process for street lighting, and experience of on-site project manager assigned to Orland Park with a similar project, CTS Group would provide the greatest net economic value to the village.

CTS Group has worked with the village since approval by the Board in June, 2015 as the village's preferred Energy Services Company (ESCO) providing guaranteed energy savings. They initially performed an investment grade audit of village facilities recommending many reduced energy consumption upgrades and conversions at the facilities. Through their findings, CTS Group assisted the village in putting together numerous projects.

The CTS Group has been stellar in their responsiveness and assistance with previous evaluations and recommendations for other projects including Orland Park Health & Fitness Club (OPHFC) dehumidification replacement, Sportsplex gymnastics boiler replacement, Police facility humidification boiler replacement, Recreation Administration heating boilers, and SportsPlex domestic hot water upgrades and shower renovation of which the CTS Group was exceptionally patient while guiding the village through the aesthetic material selection process.

Additionally, CTS Group was exemplary in managing the village's residential LED street lighting upgrade. Their responsiveness and customer service managing this project under a very tight timeline was crucial in making this project an undeniable success.

The estimated cost from CTS Group for completing the installation of new fixtures on these projects is as follows:

Lagrange Road - \$108,795 including fixtures. Following completion, energy saving are estimated by CTS Group to be a minimum of \$ 29,953.00 annually. Current rebates offered through Commonwealth Edison would provide an additional \$45,712.00 payable to the village after installation.

159th Street - \$7,200.00 (Village to purchase fixtures separately). Following completion, energy savings are estimated by CTS Group to be a minimum of \$ 14,580.00 annually. Current rebates offered through Commonwealth Edison would provide an additional \$22,252.00 payable to the Village after installation.

179th Street - \$6,482.00 including fixtures. Following completion, energy savings are estimated by CTS Group to be a minimum of \$1,582.00 annually. Current rebates offered through Commonwealth Edison would provide an additional \$2,415.00 payable to the Village after installation.

The initial estimates shown for these LED street lighting upgrades are made utilizing information related to the village's current 120 watt LED fixture (400 watt equivalent) purchased at a cost of \$330.00 each in 2018. Upon permit application, IDOT or Cook County may require a different model or size. An alternate fixture may carry a different cost and could affect the estimated energy savings. For budget contingency purposes, the largest anticipated LED fixture could be up to 214 watts, at a cost of \$500.00 each.

It is staffs' recommendation to accept the proposal from CTS Group of St. Louis, Missouri for all three locations totaling \$122,477.00, plus a contingency in the amount of \$60,000.00 for potential IDOT or Cook County requirements, for a total not to exceed \$182,477.00.

Chairman Fenton and Trustee Dodge had questions and comments regarding this matter. (refer to audio file)

Director Ingram responded to Chairman Fenton's and Trustee Dodge's questions and comments. (refer to audio file)

I move to recommend to the Village Board to waive the bid process;

And

Recommend accepting the proposal from CTS Group of St. Louis, Missouri for LED Street Lighting Upgrade- IDOT and Cook County Jurisdiction Roads for an amount not to exceed \$182,477.00 (\$122,477.00 plus \$60,000.00 contingency).

A motion was made by Trustee Griffin Ruzich, seconded by Trustee Dodge, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:

Aye: 3 - Chairman Fenton, Trustee Dodge, and Trustee Griffin Ruzich

Nay: 0

2019-0106 One (1) 2020 International Tandem Axle Dump Truck Chassis Model HV607 SBA and Aftermarket Dump and Snow Equipment Package Purchasing Cooperative Proposal

Public Works Director John Ingram reported that the 2019 Fiscal Year Budget includes the purchase of one (1) heavy duty tandem axle dump truck with snow and ice control equipment for the Utilities Division of Public Works.

The village is a member of Sourcewell (formerly the National Joint Powers Alliance (NJPA)) a purchasing cooperative that provides competitive pricing for equipment purchases. As a member of Sourcewell, we are eligible to purchase the tandem axle chassis and the aftermarket dump body and snow equipment package through the cooperative, including installation. Rush Truck Center of Northern Illinois from Huntley, Illinois has the Sourcewell contract # 081716-NVS and has submitted the cost quote of \$97,998.42 for one (1) 2020 International Tandem Axle Dump Truck Chassis model HV607 SBA and can deliver in approximately 90 days after receipt of order. Henderson Truck Equipment of Huntley, Illinois, has the Sourcewell contract # 080818-HPI and has submitted a cost quote in the amount of \$99,019.00 for the installation of a dump body and snow equipment package and can complete the equipment installation within 90 days after receipt of the chassis. Staff has reviewed the quotes and recommends purchasing the chassis and the installed equipment package utilizing these cooperative vendors. Both vendors have been used in the past with great success.

Chairman Fenton had comments and questions regarding this matter. (refer to audio file)

Director Ingram responded to Chairman Fenton's comments and questions. (refer to audio file)

I move to recommend to the Village Board to accept the Sourcewell Purchasing Cooperative proposal for the purchase of one (1) 2020 International Tandem Axle Dump Truck Chassis model HV607 SBA from Rush Truck Center of Northern Illinois of Huntley, Illinois for an amount not to exceed \$97,998.42;

And

Accept the Sourcewell Purchasing Cooperative proposal for the purchase and installation of the aftermarket dump body and snow equipment package from Henderson Truck Equipment of Huntley, Illinois for an amount not to exceed \$99,019.00.

A motion was made by Trustee Dodge, seconded by Trustee Griffin Ruzich, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:

Aye: 3 - Chairman Fenton, Trustee Dodge, and Trustee Griffin Ruzich

Nay: 0

2019-0122 One (1) 2019 Kubota Model RTV-X1100 Utility Vehicle with Rotary Broom Attachment - Purchasing Cooperative Proposal

The 2019 Fiscal Year Budget includes the purchase of one (1) Utility Vehicle for the Parks and Grounds Department. The utility vehicle is used by the Parks Department for general maintenance activities at several facilities. The rotary broom attachment will be used year round for general cleaning of sidewalks and parking lots, including snow during the winter months.

The village is a member of Sourcewell (formerly the National Joint Powers Alliance (NJPA) a purchasing cooperative that provides competitive pricing for equipment purchases. The village is eligible to purchase the Kubota utility vehicle, model RTV-X1100, through the cooperative contract 062117-KBA. Four (4) quotes were requested from authorized Kubota dealerships: Russo Power Equipment of Schiller Park, Illinois - \$26,692.59; Burris Equipment of Joliet, Illinois - \$26,471.85; 1st Choice Equipment, LLC of Carol Stream, Illinois - \$26,471.85; Martin Implement of Orland Park, Illinois - \$26,471.85.

After review of the proposals staff recommends to accept Sourcewell discounted proposal submitted by our local business, Martin Implement of Orland Park, Illinois in the amount of \$26,471.85. They can deliver within 45 days after receipt of order.

I move to recommend to the Village Board to accept the Sourcewell Purchasing Cooperative proposal for the purchase of one (1) 2019 Kubota model RTV-X1100 with Rotary Broom Attachment from Martin Implement of Orland Park, Illinois for an amount not to exceed \$26,471.85.

A motion was made by Trustee Griffin Ruzich, seconded by Trustee Dodge, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:

Aye: 3 - Chairman Fenton, Trustee Dodge, and Trustee Griffin Ruzich

Nay: 0

2019-0124 PACE Municipal Vehicle Program - Resolution and Agreement

Public Works Director John Ingram reported that in December, 2018 the Board approved a budget amendment for FY2019 to include the PACE Municipal Vehicle Program (MVP) as a more cost effective alternative to the former PACE Bus Dial-A-Ride transportation program.

The new program will utilize a 7 passenger van with lift, provided and maintained by PACE at a cost of \$100.00 per month. This program will service only persons with disabilities that pre-register with the village. The program is intended for operation 4 days a week on Monday, Wednesday, Thursday, Friday, with first pick-up after 8:00 AM and last drop-off by 3:00 PM. Service will not extend beyond the corporate limits of Orland Park.

In order to proceed with the program, the village must enter into an agreement with PACE. This agreement differs from the village's previous agreement in several ways. PACE will furnish the van and provide the village with a maintenance card that will allow village staff to bring the vehicle to a local shop for regular maintenance and repairs. As with the previous agreement, driver certification/training is also a requirement along with various other personnel related guidelines. Staff continues to work with PACE to ensure all requirements are appropriately addressed.

PACE has provided a draft resolution authorizing the Village of Orland Park, Illinois, to execute an agreement for the Municipal Vehicle Program with the Suburban Bus Division of the Regional Transportation Authority (PACE).

The Village Attorney has reviewed the agreement.

Trustee Ruzich had a question regarding this matter. (refer to audio file)

Director Ingram responded to Trustee Ruzich's question. (refer to audio file)

I move to recommend to the Village Board to pass a Resolution entitled: RESOLUTION AUTHORIZING THE EXECUTION OF THE PACE BUS MUNICIPAL VEHICLE PROGRAM AGREEMENT.

A motion was made by Trustee Dodge, seconded by Trustee Griffin Ruzich, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:

Aye: 3 - Chairman Fenton, Trustee Dodge, and Trustee Griffin Ruzich

Nay: 0

ADJOURNMENT: 7:18 P.M.

A motion was made by Trustee Dodge, seconded by Trustee Griffin Ruzich, that this matter be ADJOURNED. The motion carried by the following vote:

Aye: 3 - Chairman Fenton, Trustee Dodge, and Trustee Griffin Ruzich

Nay: 0

2019-0151 Audio Recording for the February 18, 2019 Committee Meetings -Technology, Innovation and Performance Improvement, Development Services, Planning and Engineering and Public Works

NO ACTION

/AB

Respectfully Submitted,

John C. Mehalek, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2019-0197
Orig. Department:	Public Works Department
File Name:	Disposal of Surplus Village Equipment - Ordinance

BACKGROUND:

The Public Works Department operated five self-contained trailer mounted leaf vacuums during the fall to mitigate heavier tree-lined streets from drainage issues. In 2018 the village contracted with Waste Management to augment yard waste collection in areas of need, with positive results. The expanded yard waste collection program worked out well enough that is in the interest of the village to dispose of the five-leaf vacuum machines.

Staff is requesting approval to sell these units either to another government agency or via public auction should no other agency be interested. The Vehicles & Equipment Division also has stocked maintenance parts that can be sold along with a potential sale of the machine(s).

BUDGET IMPACT:

Money generated from these sales will go into the general fund.

REQUESTED ACTION:

I move to recommend to the Village Board to pass an Ordinance entitled: AN ORDINANCE AUTHORIZING DISPOSAL BY EITHER AN INTERGOVERNMENTAL AGREEMENT OR BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS.

VILLAGE OF ORLAND PARK
Equipment Disposal-Leaf Machines
April 1, 2019
EXHIBIT A

EQUIPMENT

UNIT #	ASSET #	SERIAL #	YEAR	MAKE	MODEL	COMMENTS	HOURS
5128	E0073	0799-2673	1999	ODB	SCL800TM-14		1199
5129	E0074	0799-2674	1999	ODB	SCL800TM-14		1421
5130	E0075	0799-2675	1999	ODB	SCL800TM-14		1160
5133	E0085	0700-2979	2000	ODB	SCL800TM-14		1101
5134	E0086	0700-2980	2000	ODB	SCL800TM-14		1656

..T

AN ORDINANCE AUTHORIZING DISPOSAL BY SALE OR PUBLIC AUCTION OF
PERSONAL PROPERTY OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS

..B

WHEREAS, at least a majority of the Corporate Authorities of the Village of Orland Park have decided it is no longer necessary or useful for the Village of Orland Park to retain ownership of the personal property described in Exhibit A attached; and

WHEREAS, the said Corporate Authorities have decided that continued ownership of the personal property described in Exhibit A is not in the best interests of the Village of Orland Park; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that the said personal property shall be sold to another government agency or at a public auction/sale at a later date in 2019.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1:

The Preamble is adopted as fully set forth herein.

SECTION 2:

Pursuant to Section 11-76-4 of the Illinois Municipal Code, Illinois Compiled Statutes (65 ILCS 5/11-76-4), the President and the Board of Trustees of the Village of Orland Park find that the following items of personal property now owned by the Village of Orland Park, Illinois, are no longer necessary or useful to the said Village, and its best interests will be served by the auction/sale of the personal property listed in Exhibit A attached.

SECTION 3:

Pursuant to the said Section 11-76-4, the Village Manager is hereby authorized and may direct the sale of the personal property to which Section 2 of this Ordinance refers, "AS IS" and without warranties at the public action/sale.

SECTION 4:

The Village Manager is hereby authorized and may direct the sale of the aforementioned personal property to another government agency before the date of said public auction/sale that would be determined at a later date.

SECTION 5:

No bid which is less than the minimum value as provided by the Village Purchasing Agent shall be accepted as the sales price of property listed in Section 2 of this Ordinance unless a lower amount is authorized by the Village Manager or his representative.

SECTION 6:

Upon payment of the full price, the Village Manager and/or Village President is hereby authorized and directed to convey and transfer title or ownership to the item of personal property from the Village to the successful bidder/buyer to execute all documents necessary to effectuate the sale.

SECTION 7:

This Ordinance shall be in full force and effect from and after its passage, by a vote of a majority of the Board of Trustees in the manner provided by law.

Village of Orland Park-Public Works

Inventory Value

March (Average of Purchase)

Part	Close Quantity	Open Value	Open Quantity	Purchase Value	Disburse Value	Repair Order Committed Value	Physical Inventory Value	Adjustment * Value	Inventory Value
LCMDH.16.120 - 01 hose-suction-med duty-ODB	1.00	\$990.00	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$990.00
LCT60.624A - 01 latch-lift/turn	1.00	\$23.57	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.57
LCT616603U - 01 hose support band	1.00	\$121.00	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$121.00
OD4000203 - 01 circuit board-leaf loader	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OD62540 - 01 gauge-water temp-ODB	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OD62555 - 01 gauge-voltage-ODB	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OD75022 - 01 rod bracket-scl door	3.00	\$18.27	3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.27
OD75023 - 01 bracket plate-scl door	3.00	\$15.60	3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.60
OD9576 - 01 switch-ignition-ODB	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R48568 - 01 valve-air filter-assy	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCL821817 - 01 exhaust duct seal	1.00	\$43.38	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.38
SCL833.604A - 01 gauge-fuel-ODB	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SM7500 - 01 spring-clutch-ODB	2.00	\$16.60	2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.60
UU81260 - 01 knob-ign switch-ODB	4.00	\$56.52	4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.52
Grand Totals	16.00	\$1,284.94	16.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,284.94

* Adjustment Value created by Price Fluctuations and/or Inventory Master Adjustments.



REQUEST FOR ACTION REPORT

File Number:	2019-0188
Orig. Department:	Public Works Department
File Name:	Sanitary Sewer Cleaning and Televising 2019-2020 - Bid Award

BACKGROUND:

The Metropolitan Water Reclamation District of Greater Chicago (MWRD) passed the Watershed Management Ordinance (WMO) and an amendment that requires sanitary sewer systems that discharge into the MWRD to implement measures to reduce excessive Infiltration and Inflow (I&I) from entering MWRD's sanitary sewer treatment system.

In November of 2015, the Village Board approved the sanitary sewer consultant, RJN, Inc., to assist the Public Works Department in meeting the various compliance requirements articulated in MWRD's WMO. The WMO mandates that the village perform a sewer system condition assessment for excessive infiltration & inflow. The optimal solution to perform this task is by televising and cleaning the sanitary sewer pipes and manholes. Utility Division staff had performed the cleaning function in the years prior to 2016. The last three years (2016 - 2018), the Utility Division utilized a contractor to perform the necessary cleaning in conjunction with televising.

Village staff, with input from RJN, has identified high priority areas of the sanitary sewer system to perform both cleaning and televising. RJN worked with staff to develop specifications, cost estimates and other bid documents for the 2018 through 2020 project. This project went out to bid in 2018 for a three year contract. Due to performance related issues the contract was canceled after one year. RJN and staff developed a bid for the remaining 2 years (2019 - 2020).

An Invitation to Bid for the 2019 and 2020 Sanitary Sewer Cleaning & Televising Program work was published on BidNet Direct from February 1st through February 22nd, 2019. The details of the request are as follows: a two year contract for light cleaning and televising, heavy cleaning, root cutting and field marking location defects.

Through BidNet, 323 entities viewed the solicitation. Four (4) vendors were sent a courtesy email. Sixteen (16) vendors downloaded at least one of the bid documents. Four (4) vendors downloaded all documents. Four (4) bids were submitted for consideration. Bids were opened publicly and evaluated for completeness by the Clerk's Office at 11:00 a.m. on Friday, February 22nd, 2019 (Bid Tabulation and Responsiveness Check sheets attached).

Village staff and RJN Group reviewed the bid submittals. SewerTech of Illinois, LLC was determined to be the lowest responsible qualified bidder for the 2019 and 2020 Sanitary Sewer Cleaning and Televising Program with a submitted project cost for 2019 of \$97,926.20 and \$93,630.11 for 2020. Village staff along with RJN Group reviewed references submitted by SewerTech of Illinois and found them satisfactory. Therefore, it is staff's and RJN Group's recommendation (letter attached) that SewerTech of Illinois, LLC of Schaumburg, Illinois be awarded the 2019 and 2020 Sanitary Sewer Cleaning and Televising Program project in the amount of \$97,926.20, plus a \$12,073.80 contingency for a total cost of \$110,000.00 for the

work to be performed in 2019. Contingency is being requested for possible additional heavy cleaning, root cutting, and/or buried manhole locates.

BUDGET IMPACT:

Funds to complete this project are included in the FY19 Water and Sewer budget, account 031-6003-443800. Funding for 2020 will be requested in the FY20 Budget.

REQUESTED ACTION:

I move to recommend to the Village Board to accept the bid for the 2019 and 2020 Sanitary Sewer Cleaning and Televising Program from SewerTech of Illinois, LLC of Schaumburg, Illinois for an amount not to exceed \$97,926.20 plus \$12,073.80 for a total of \$110,000.00 for work to be performed in 2019 and the Board approved budgeted amount in 2020.

March 6, 2019

Mr. William D. Cunningham
Village of Orland Park
15655 Ravinia Avenue
Orland Park, Illinois 60462

**SUBJECT: VILLAGE OF ORLAND PARK, 2019 SANITARY SEWER CLEANING & TELEVISIONING
PROGRAM - CONTRACT AWARD RECOMMENDATION**

Dear Mr. Cunningham:

Four (4) bids were received for the above-referenced project. The lowest responsible bid was received from Sewertech L.L.C. of Schaumburg, Illinois in the bid amount of \$97,926.20. A summary of the bids received for this project are as follows:

Sewertech LLC.....	\$97,926.20
National Power Rodding.	\$110,945.00
Michel's Pipe Services.....	\$200,913.50
Visu-Sewer of Illinois LLC	\$226,437.00

The engineer's estimate for the above referenced project was \$164,865.00. The lowest responsible bidder was approximately 40% under the engineer's estimate. RJN Group checked each reference provided from Sewertech and had no negative feedback. Therefore, we recommend that the Village award the contract for the 2019 Sanitary Sewer Cleaning & Televisioning Program to Sewertech LLC, in the bid amount of \$97,926.20.

Please call me with any questions at 630.682.4700.

Sincerely yours,

RJN GROUP, INC.



Joseph Sullivan
Project Manager

Village of Orland Park Bid Responsiveness Check

Bid #: 18-028

Project Title: Sanitary Sewer Cleaning & Televising 2019-2020

Bid Requirement	Michels Pipe Services; A division of Michels Corp	National Power Rodding Corp.	SewerTech LLC	Visu-Sewer of Illinois, LLC		
Submitted four (4) sealed hardcopies of the bid	✓	✓	✓	✓		
Submitted a completed Bidder Summary Sheet	✓	✓	✓	✓		
Submitted a completed Certificate of Compliance	✓	✓	✓	✓		
Submitted three (3) references	✓	✓	✓	✓		
Submitted signed Insurance Requirements form	✓	✓	✓	✓		
Unit Price Sheet	✓	✓	✓	✓		
Total 2 years	\$393,304.58	\$240,777.85	\$191,556.31	\$441,594.00		

*A check mark in the box indicates inclusion of the required form with the proposal package. A "V#" indicates a variance that will be explained below.

Prepared by: Denise Domalewski, Purchasing Administrator - Village of Orland Park



ORLAND PARK

Bid Tabulation

Bid Number: 19-005
Bid Issue: February 1, 2019
Bid Opening: February 22, 2019

Project Title: Sanitary Sewer Cleaning & Televising 2019-2020
Department: Public Works
Addenda:

BIDDER	GRAND TOTAL BID PRICE	CONTACT INFORMATION
Michels Pipe Services; A division of Michels Corp	2019: \$200,913.50 2020: \$192,391.08	Gina Gritzenbach - Contracts & Admin Coordinator 6396 W. 74th St Bedford Park, IL 60638 P: 708-546-0524/ F: 920-583-3429 Email: ggritzen@michels.us
National Power Rodding Corp.	2019: \$110,945.00 2020: \$129,832.85	Reid W, Ruprecht 2500 W. Arthington St. Chicago, IL 60612 P: 312-666-7700 / F: 312-666-0748 Email: office@nationalpowerrodding.com
SewerTech LLC	2019: \$97,926.20 2020: \$93,630.11	Jakub Kawa 1730 Epping Place Schaumburg, IL 60194 P: 708-351-8641 Email: sewertechllc@gmail.com
Visu-Sewer of Illinois, LLC	2019: \$226,437.00 2020: \$215,157.00	Tom Woods 9014 S. Thomas Ave. Bridgeview, IL 60455 P: 708-237-0340 / F: 708-237-0360 Email: twoods@visu-sewer.com

Bids are subject to review for completeness, accuracy, and compliance with all terms and conditions of the bid specifications
Prepared by: Denise Domalewski, Purchasing Administrator - Village of Orland Park

UNIT PRICE SHEET
ITB #19-005
Sanitary Sewer Cleaning & Televising 2019-2020

The undersigned, having become familiar with the Documents, Inspection Exhibits, and Specifications as designated in ITB #19-005 hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the inspection and maintenance of the Sanitary Sewer Cleaning & Televising Program - cleaning and televising.

No	Item	Unit	2019			2020		
			QTY	Unit Price	Total	QTY	Unit Price	Total
1	Video Inspection with Lt Cleaning (8" - 12")	LF	77,000	1.15	\$ 88,550.00	69,614	1.20	\$ 83,536.80
2	Video Inspection with Lt Cleaning (15" - 18")	LF	1,000	1.15	\$ 1,150.00	1,100	1.20	\$ 1,320.00
3	Video Inspection with Lt Cleaning (20" - 27")	LF	3,200	1.15	\$ 3,680.00	3,600	1.20	\$ 4,320.00
4	Heavy Cleaning (8" - 12")	LF	7,700	0.01	\$ 77.00	6,961	0.01	\$ 69.61
5	Heavy Cleaning (15" - 18")	LF	100	0.01	\$ 1.00	110	0.01	\$ 1.10
6	Heavy Cleaning (21" - 27")	LF	320	0.01	\$ 3.20	360	0.01	\$ 3.60
7	Root Cutting (8" - 12")	LF	3,850	0.25	\$ 962.50	3,481	0.25	\$ 870.25
8	Root Cutting (15" - 18")	LF	50	0.25	\$ 12.50	55	0.25	\$ 13.75
9	Root Cutting (21" - 27")	LF	160	0.25	\$ 40.00	180	0.25	\$ 45.00
10	Cut Protruding Taps	EA	5	150.00	\$ 750.00	5	150.00	\$ 750.00
11	On-Call Crew Labor Hours (TV Truck and VAC Truck)	HR	10	250.00	\$ 2,500.00	10	250.00	\$ 2,500.00
12	Locate and Mark Pipe Defect	EA	4	25.00	\$ 100.00	4	25.00	\$ 100.00
13	Locate Buried Manhole	EA	4	25.00	\$ 100.00	4	25.00	\$ 100.00
Grand Total *					\$ 97,926.20	\$ 93,630.11		

*(Please enter Grand Totals on Bidder Summary Sheet)

The foregoing total shall be the basis for analysis. The actual number of units used will determine the final cost of the project.

Bidder: JAKUB KAWA
Firm Name: SEWERTECH LLC
Title: CO - OWNER
Dated: 2-15-19

REQUEST FOR ACTION REPORT

File Number:	2019-0184
Orig. Department:	Public Works Committee
File Name:	2019 Sanitary Sewer Rehabilitation - Bid Award

BACKGROUND:

The Metropolitan Water Reclamation District of Greater Chicago (MWRD) governs the village's sanitary sewer system. The MWRD requires sanitary sewer systems that discharge into MWRD facilities to implement measures to reduce excessive Infiltration and Inflow (I&I) from entering MWRD's system.

In 2015 the village selected RJN Group as the Comprehensive Sanitary Sewer Evaluation Consultant to provide assistance in developing and implementing a village-wide comprehensive sanitary sewer evaluation & repair program in order to meet the MWRD requirements for the Inflow and Infiltration Control Program (IICP).

In 2016 RJN Group conducted comprehensive flow monitoring for the village sanitary sewer system. Based on those results, three sewer basin areas came up as the highest priority. One of these basins was also identified as the Short-Term High Priority Area and was submitted to the MWRD for the IICP. Through several testing and inspection programs over the past years, RJN and staff have identified "high priority" defects requiring rehabilitation or repair. RJN Group assisted village staff with the development of a list of recommended repairs to begin a multi-year sanitary sewer system rehabilitation to meet MWRD compliance.

An Invitation to Bid for the 2019 Sanitary Sewer Rehabilitation Program work was published on BidNet Direct from February 15th through March 6th, 2019. The details of the request are as follows: 2,000 linear feet of pipe lining, grouting of approximately 30 mainline defects, cutting protruding service connections, repairing eight (8) pipe failures along with other related work.

Through Bidnet, 313 entities viewed the solicitation. Five (5) vendors were sent a courtesy email. Nineteen (19) vendors downloaded at least one of the bid documents. Seven (7) vendors downloaded all documents. Several questions regarding the bid were received during the open question period from February 15th through February 26th and three addenda were issued in response. Four (4) bids were submitted for consideration. Bids were opened publicly and evaluated for completeness by the Clerk's Office at 11:00 a.m. on Wednesday March 6th, 2019 (Bid Tabulation and Responsiveness Check sheets attached).

Village staff and RJN Group reviewed the bid submittals. National Power Rodding Corp, of Chicago, Illinois, was determined to be the lowest responsible qualified bidder. It is staff and RJN Group's recommendation (letter attached) that National Power Rodding Corp, of Chicago, Illinois be awarded the 2019 Sanitary Sewer Rehabilitation Program project in an amount of \$127,750.00, plus a \$20,000.00 contingency for a total cost of \$147,750.00.

BUDGET IMPACT:

Funds are available for this project in the FY2019 Water and Sewer budget account 031-6003-443800.

REQUESTED ACTION:

I move to recommend to the Village Board to accept the bid for the 2019 Sanitary Sewer Rehabilitation from National Power Rodding of Chicago, Illinois for the amount not to exceed \$147,750.00 (\$127,750.00 plus \$20,000.00 contingency).

March 6, 2019

Mr. William D. Cunningham
Village of Orland Park
15655 Ravinia Avenue
Orland Park, Illinois 60462

**SUBJECT: VILLAGE OF ORLAND PARK, 2019 SANITARY SEWER REHABILITATION PROGRAM -
CONTRACT AWARD RECOMMENDATION**

Dear Mr. Cunningham:

Four (4) bids were received for the above-referenced project. The lowest responsible bid was received from National Power Rodding Inc. of Chicago, Illinois in the bid amount of \$127,750.00. A summary of the bids received for this project are as follows:

National Power Rodding	\$127,750.00
Visu-Sewer of Illinois, LLC.	\$148,530.00
Insituform Technologies.	\$159,388.00
Michels Pipe Services	\$164,970.00

The engineer's estimate for the above referenced project was \$157,600.00. The lowest responsible bidder was approximately 18% under the engineer's estimate. RJN Group has had many positive experiences working with National Power Rodding on previous projects in the field of sanitary sewer rehabilitation. Therefore, we recommend that the Village award the contract for the 2019 Sanitary Sewer Rehabilitation Program to National Power Rodding in the bid amount of \$127,750.00.

Please call me with any questions at 630.682.4700.

Sincerely yours,

RJN GROUP, INC.



Joseph Sullivan
Project Manager



ORLAND PARK

Bid Tabulation

Bid Number: 19-007
Bid Issue: 2/19/19
Bid Opening: 3/6/19

Project Title: 2019 Sanitary Sewer Rehabilitation Program
Department: Public Works
Addenda: 2/26/19 Q&A

BIDDER	GRAND TOTAL BID PRICE	CONTACT INFORMATION
Insituform Technologies USA, LLC	\$159,388.00	Jana Lause 17988 Edison Avenue Chesterfield, MO 63005 P: 636-530-8000/F: 636-530-8701 Email: jlause@aegion.com
Michels Pipe Services, a div of Michels Corporation	\$164,970.00	Gina Gritzenbach 6396 W. 74th St. Bedford Park, IL 60638 P: 708-546-0524/F: 920-583-3429 Email: ggritzen@michels.us
National Power Rodding Corp	\$127,750.00	Reid W. Ruprecht 2500 W. Arthington St. Chicago, IL 60612 P: 312-666-7700/F: 312-666-0748 Email: office@nationalpowerrodding.com
Visu-Sewer of Illinois, LLC	\$148,530.00	Dave Alexander 9014 S. Thomas Avenue Bridgeview, IL 60455 P: 262-695-2340/F: 262-695-2359 Email: visu-info@visu-sewer.com
Hoerr Construction	Received after 11am - Returned unopened	name address city, st zip P: xxx-xxx-xxxx/F:xxx-xxx-xxxx Email:

Bids are subject to review for completeness, accuracy, and compliance with all terms and conditions of the bid specifications
Prepared by: Denise Domalewski, Purchasing Administrator - Village of Orland Park



ORLAND PARK
UNIT PRICE SHEET

Bid #19-007
2019 Sanitary Sewer Rehabilitation Program

The undersigned, having become familiar with the Documents, Inspection Exhibits, and Specifications as designated in Bid #19-007 hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the inspection and maintenance of the **2019 Sanitary Sewer Rehabilitation Program**

No	Item	Quantity	Unit	Unit Price	Amount
1	Pre-construction cleaning and televising	8,200	LF	\$ 1.75	\$ 14,350.00
2	Cured-in-Place Pipelining (8")	2,000	LF	\$ 35.00	\$ 70,000.00
3	Lateral Reinstatements	45	EA	\$ 100.00	\$ 4,500.00
4	Cut Protruding Taps	3	EA	\$ 50.00	\$ 150.00
5	Dye Testing of Services	4	EA	\$ 1,000.00	\$ 4,000.00
6	Air Test & Grout Mainline (8")	20	EA	\$ 500.00	\$ 10,000.00
7	Air Test & Grout Mainline (10")	5	EA	\$ 875.00	\$ 4,375.00
8	Air Test & Grout Mainline (12")	5	EA	\$ 875.00	\$ 4,375.00
9	QuickLock Installation (8")	8	EA	\$ 2,000.00	\$ 16,000.00

Grand Total

\$ 127,750.00

**(Enter this amount as Total Bid
Price on Bidder Summary Sheet)**

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project.

Bidder

Firm Name: National Power Roadding Corp.

Name: 

Title: William T. Kreidler, President

Dated: March 6, 2019

Village of Orland Park Bid Responsiveness Check

Bid #: 19-007

Project Title: 2019 Sanitary Sewer Rehabilitation Program

Bid Requirement	Insituform Technologies USA, LLC	Michels Pipe Services, a div of Michels	National Power Rodding Corp	Visu-Sewer of Illinois, LLC		
Submitted three (3) sealed hardcopies of the bid	√	√	√	√		
Submitted a bid bond for 10% of the bid price	√	√	√	√		
Submitted a completed Bidder Summary Sheet	√	√	√	√		
Submitted a completed Certificate of Compliance	√	√	√	√		
Submitted three (3) references	√	√	√	√		
Submitted signed Insurance Requirements form	√	√	√	√		
Downloaded Addenda	√	√	√	√		
Unit Price Sheet	√	√	√	√		
Proposed amount	\$159,388.00	\$164,970.00	\$127,750.00	\$148,530.00		

*A check mark in the box indicates inclusion of the required form with the proposal package. A "V#" indicates a variance that will be explained below.

Prepared by: Denise Domalewski, Purchasing Administrator - Village of Orland Park

REQUEST FOR ACTION REPORT

File Number:	2019-0195
Orig. Department:	Public Works Department
File Name:	Soils and Materials Testing and Engineering RFP- Award

BACKGROUND:

In continuing efforts to ensure quality construction materials and methods are used and performed by contractors, staff utilizes the services of a construction material testing company. The current multi-year contract expired at the end of 2018. Although the service is primarily used in the annual Road Improvement Program and Fernway Road and Ditch Reconstruction Project, these services are also necessary to facilitate disposal of the village's excavated spoils. Additionally, other village construction projects have utilized these services, which will continue the assurance of quality construction in the village.

A Request for Proposals (RFP) was published on BidNet Direct from February 21st through March 8th, 2019. The details of the request are as follows: a three year contract, with the option to renew for one additional year, for soils and materials testing and engineering in connection with public improvements construction, MFT funded projects, new construction, and infrastructure construction projects. Staff requested hourly rates and unit pricing for a variety of personnel and testing/laboratory services.

Through BidNet, 392 entities viewed the solicitation. Twelve (12) vendors were sent a courtesy email. Eleven (11) vendors downloaded at least one of the proposal documents. Nine (9) vendors downloaded all documents. Seven (7) proposals were submitted electronically for consideration.

Unit prices from the seven vendors are summarized in the attached tabulation. The electronic proposals were privately opened and evaluated for completeness by the Clerk's Office at 11:00 a.m. on Friday March 8th, 2019 (Proposal Responsiveness check attached).

Following a review of all proposals and each firm's qualifications (Proposal Evaluation attached), Construction & Geotechnical Material Testing, Inc. of Elk Grove Village, IL has been deemed to be the best qualified material testing vendor for the scope of services requested. Over the past six years, they have provided excellent service to the village on several different projects. It is staff's recommendation that Construction & Geotechnical Material Testing, Inc. of Elk Grove Village, Illinois be awarded a contract for soils and material testing services in an amount not to exceed \$20,000 in 2019.

BUDGET IMPACT:

The Fiscal Year 2019 Board approved Capital Improvement Budget has funds available in line item 054-0000-471250 CP-1015.

REQUESTED ACTION:

I move to recommend to the Village Board to accept the proposal from Construction & Geotechnical Material Testing, Inc. of Elk Grove Village, Illinois, for Soils and Material Testing and Engineering in the amount not to exceed \$20,000 in 2019 and Board approved budgeted amounts in 2020 and 2021.



ORLAND PARK

UNIT PRICE SHEET

RFP #19-008

Soils and Material Testing and Engineering 2019-2021

The undersigned, having become familiar with the Documents and Specifications on file in the office of the Owner as designated in the Request for Proposal, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the soils and material testing and engineering associated with the Village of Orland Park road improvements and utility excavations.

No	Description: Personnel	Unit Price - (Per Hour)
1	Material Tester 1 / Level 1 ACI, HMA Technician (4 hrs. Min./Day)	\$77.50
2	Material Tester 2 / Level 2 PCC, HMA, Soil Technician (4hrs. Min./Day)	\$80.50
3	Prevailing Wage Administrator	\$35.00
4	Field Engineer	\$70.00
5	Staff (graduate) Engineer	\$80.00
6	Project Engineer or Materials Consultant, P.E.	\$90.00
7	Geotechnical Engineer	\$85.00
8	Principal Engineer	\$125.00

No	Description: Laboratory Testing - Soils and Backfill	Unit Price - (Per Test)
1	Aggregate Gradation – Washed Sieve Analysis ASTM C 117	\$75.00
2	Aggregate Gradation – Mechanical Analysis ASTM C 136	\$65.00
3	Aggregate Gradation – Bulk Density & Voids ASTM C 29	\$40.00
4	Soils Gradation, Combined Sieve & Hydrometer	\$140.00
5	Atterberg Limits	\$85.00
6	Moisture-Density Relationship ASTM D 698 (Std. Proctor Test)	\$135.00
7	Moisture-Density Relationship ASTM D 1557 (Mod. Proctor Test)	\$145.00
8	Illinois Bearing Ratio, w/Moisture-Density, AASHTO T 193 IL Modified	\$400.00
9	Unconfined Compressive Strength of Undisturbed Soil Samples: Rimac (IDOT) Method	\$10.00
	Stress-Strain Curve, ASTM D 2166	\$45.00
10	Moisture Content of Soil/Aggregate, ASTM D 2216/566	\$4.00
11	Total Organic Matter by Wet Combustion Method, AASHTO T 194	\$85.00
12	pH of Soil, ASTM D 4972	\$30.00

No	Concrete and Masonry	Unit Price - (Per Test)
1	Compressive Strength Tests of Concrete Cylinders (including curing & expendable supplies). Note: Pick-up cost separate under Misc. Services below.	\$14.00
	Compressive Strength Tests of Concrete Cylinders (including expendable supplies).	
2	Note: Curing performed by others & pick-up cost separate under Misc. Services below.	\$14.00
3	Compressive Strength of Grout Cylinders (3"x6") or Mortar Cubes (2"x2") including molds, supplies, curing. Note: Pick-up cost separate under Misc. Services below.	\$18.00
4	Strength of Masonry Units, Prisms. Note: Pick-up cost separate under Misc. Services below.	\$45.00



ORLAND PARK

UNIT PRICE SHEET

RFP #19-008

Soils and Material Testing and Engineering 2019-2021

No	Hot Mix Asphalt	Unit Price - (Per Test)
1	Theoretical Maximum Density	\$85.00
2	Asphalt Content by Reflux Extraction with Gradation	\$140.00
3	Asphalt Content by Ignition Oven with Gradation	\$130.00
4	Bulk Specific Gravity of Gyratory Specimen (set of two) and Air Voids	\$80.00
5	Tensile Strength Ratio- Per Mix	\$125.00
6	Core Density and Thickness- Lab Test	\$30.00
<hr/>		
No	Field Sampling	Unit Price - (Per Test)
1	Mobilization of Core Rig and Personnel	\$125.00
2	Bituminous Pavement Core: 4" diameter, including 1 subgrade sample with water content, dry unit weight, patch hole	\$150.00
3	Concrete pavement Core: 4" diameter, including 1 subgrade sample with water content, dry unit weight, patch hole	\$150.00
4	Mobilization of Drill Rig and Personnel	\$450.00
5	Subgrade Soil Probe: 5 ft. deep, including sampling at 2.5' intervals with water content, dry unit weight	\$105.00
6	Subgrade Soil Probe: 10 ft. deep, including sampling at 2.5' intervals with water content, dry unit weight	\$195.00
<hr/>		
No	Miscellaneous Services	Unit Price - (Per Test)
1	Provide Correlated Nuclear Gauge On Job Site (daily flat fee)	\$35.00
2	Concrete Cylinder Pick-Up (dedicated trip)	\$95.00
Phase One Environmental Site Assessment: CCCD Sampling and Testing of Village		
3	Utility Repair Excavation Stockpile Located at Bulk Material Storage Site 16401 S. 108th Avenue	\$1,000.00

PROPOSER INFO:

Construction & Geotechnical Material Testing, Inc. (CGMT)	
Firm Name	
	Pratik K. Patel, P.E.
Name	
	Vice President
Title	
	3/7/2019
Date	

Soils And Materials Testing And Engineering 2019-2021 Proposal/Proposer Evaluation

		Geo Services Inc. Naperville, IL	Millenia Professional Services of IL Ltd., Downers Grove, IL	CGMT, Inc. Elk Grove Village, IL	SEECO Consultants Inc., Tinley Park, IL	NASHnal Soil Testing, LLC Plainfield IL	ECS Midwest, LLC Bridgeview IL	Geocon Professional Services, Frankfort, IL					
	Value												
Unit Prices	30%	3.5	3.5	5.0	4.5	4.0	3.0	3.5					
Technical Proposal	25%	3.5	4.5	4.0	4.0	4.5	4.5	4.0					
Overall Completeness of Submittal	20%	4.0	3.5	4.0	4.5	4.5	4.5	4.0					
Past Experience with Proposer	15%	3.0	3.0	4.5	3.0	3.0	3.0	3.0					
References	10%	4.0	4.0	4.0	5.0	5.0	5.0	4.0					
Total** = 100%		3.58	3.73	4.38	4.20	4.18	3.88	3.70					

Ratings:

1 Point = Poor
 2 Point = Fair
 3 Point = Neutral, No recent experience
 4 Point = Good
 5 Point = Positive/ Excellent

* Firm not IDOT pre-qualified

** Total score is weighted as shown. Total score consists of 30% Unit Price, 20% Technical Proposal, etc.

Evaluator Name: Kevin Lehmann

Soils and Materials Testing and Engineering 2019-2021 - Proposal Comparison

Soils and Materials Testing and Engineering
Date: **March 8, 2019**
Time: **11:00AM**

* Not IDOT Prequalified

	Geo Services Inc. Naperville, IL	Millenia Professional Services of IL Ltd., Downers Grove, IL	CGMT, Inc. Elk Grove Village, IL	SEECO Consultants Inc., Tinley Park, IL	NASHnal Soil Testing, LLC Plainfield IL	ECS Midwest, LLC Bridgeview IL	Geocon Professional Services, Frankfort, IL
Description: Personnel	Unit Price (Per Hour)	Unit Price (Per Hour)	Unit Price (Per Hour)	Unit Price (Per Hour)	Unit Price (Per Hour)	Unit Price (Per Hour)	Unit Price (Per Hour)
1 Material Tester 1 / Level 1 ACI, HMA Technician	\$100.00	\$101.00	\$77.50	\$109.00	\$85.00	\$98.00	\$108.00
2 Material Tester 2 / Level 2 PCC, HMA, Soil Technician	\$103.00	\$103.00	\$80.50	\$114.00	\$90.00	\$98.00	\$108.00
3 Prevailing Wage Administrator	\$60.00	\$65.00	\$35.00	No Charge	\$72.00	\$60.00	\$40.00
4 Field Engineer	\$105.00	\$115.00	\$70.00	\$115.00	\$85.00	\$115.00	\$110.00
5 Staff (graduate) Engineer	\$105.00	\$98.00	\$80.00	\$110.00	\$90.00	\$140.00	\$110.00
6 Project Engineer or Materials Consultant, P.E.	\$110.00	\$115.00	\$90.00	\$120.00	\$125.00	\$160.00	\$125.00
7 Geotechnical Engineer	\$165.00	\$115.00	\$85.00	\$130.00	\$90.00	\$160.00	\$155.00
8 Principal Engineer	\$175.00	\$180.00	\$125.00	\$170.00	\$110.00	\$205.00	\$185.00
	\$923.00	\$892.00	\$643.00	\$868.00	\$747.00	\$1,036.00	\$941.00
Description: Laboratory Services	Unit Price (Per Test)	Unit Price (Per Test)	Unit Price (Per Test)	Unit Price (Per Test)	Unit Price (Per Test)	Unit Price (Per Test)	Unit Price (Per Test)
Soils and Backfill							
1 Aggregate Gradation – Washed Sieve Analysis ASTM C 117	\$105.00	\$130.00	\$75.00	\$110.00	\$90.00	\$125.00	\$50.00
2 Aggregate Gradation – Mechanical Analysis ASTM C 136	\$125.00	\$115.00	\$65.00	\$95.00	\$75.00	\$90.00	\$50.00
3 Aggregate Gradation – Bulk Density & Voids ASTM C 29	\$75.00	\$225.00	\$40.00	\$125.00	\$90.00	\$35.00	\$75.00
4 Soils Gradation, Combined Sieve & Hydrometer	\$125.00	\$165.00	\$140.00	\$190.00	\$140.00	\$225.00	\$225.00
5 Atterberg Limits	\$125.00	\$135.00	\$85.00	\$95.00	\$75.00	\$110.00	\$125.00
6 Moisture-Density Relationship ASTM D 698	\$200.00	\$175.00	\$135.00	\$180.00	\$140.00	\$225.00	\$175.00
7 Moisture-Density Relationship ASTM D 1557	\$225.00	\$195.00	\$145.00	\$190.00	\$165.00	\$240.00	\$225.00
8 Illinois Bearing Ratio, w/Moisture-Density, AASHTO T 193 IL Modified	\$475.00	\$225.00	\$400.00	\$500.00	\$365.00	\$600.00	\$300.00
9 Unconfined Compressive Strength of undisturbed soil samples							
Rimac (IDOT) Method	\$15.00	\$25.00	\$10.00	\$10.00		\$200.00	\$10.00
Stress-Strain curve, ASTM D 2166	\$55.00	\$150.00	\$45.00	\$30.00	\$90.00	\$300.00	\$10.00
10 Moisture Content of Soil/Aggregate, ASTM D 2216/566	\$7.50	\$9.00	\$4.00	\$5.00	\$8.00	\$12.00	\$10.00
11 Total Organic Matter by Wet Combustion Method, AASHTO T 194	\$125.00	\$150.00	\$85.00	\$85.00	\$65.00	\$60.00	\$45.00
12 pH of Soil, ASTM D 4972	\$25.00	\$18.00	\$30.00	\$25.00	\$65.00	\$60.00	
	\$1,682.50	\$1,717.00	\$1,259.00	\$1,640.00	\$1,368.00	\$2,282.00	\$1,300.00
Concrete and Masonry							
1 Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing (pick-up additiona	\$18.00	\$18.00	\$14.00	\$19.00	\$15.50	\$15.00	\$17.00
2 Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing made by others (pick-up additiona	\$15.00	\$16.00	\$14.00	\$19.00	\$15.50	\$15.00	\$17.00
3 1. Compressive Strength of grout cylinders (3"x6") or mortar cubes (2"x2") including molds, supplies, curing (pick-up additiona	\$15.00	\$35.00	\$18.00	\$20.00	\$15.50	\$15.00	\$18.00
4 Strength of masonry units, prisms (pick-up additional)	\$300.00	\$300.00	\$45.00	\$225.00	\$165.00	\$200.00	\$18.00
	\$348.00	\$369.00	\$91.00	\$283.00	\$211.50	\$245.00	\$70.00
Hot Mix Asphalt							
1 Theoretical Maximum Density	\$160.00	\$175.00	\$85.00	\$95.00	\$80.00	\$130.00	\$75.00
2 Asphalt Content by Reflux Extraction with Gradation	\$250.00	\$195.00	\$140.00	\$200.00	\$120.00	\$100.00	\$220.00
3 Asphalt Content by Ignition Oven with Gradation	\$250.00	\$195.00	\$130.00	\$190.00	\$120.00	\$150.00	\$95.00
4 Bulk Specific Gravity of Gyrotory Specimen (set of two) and air voids	\$325.00	\$150.00	\$80.00	\$200.00	\$80.00	\$650.00	\$100.00
5 Tensile Strength Ratio, per mix	\$325.00	\$500.00	\$125.00	\$450.00	\$160.00	\$270.00	\$500.00
6 Core Density and Thickness, lab test	\$40.00	\$35.00	\$30.00	\$45.00	\$40.00	\$100.00	\$55.00
	\$1,350.00	\$1,250.00	\$590.00	\$1,180.00	\$600.00	\$1,400.00	\$1,045.00
Field Sampling							
1 Mobilization of Core Rig and Personnel	\$300.00	\$150.00	\$125.00	\$175.00	\$250.00	\$500.00	\$350.00
2 Bituminous Pavement Core, 4" diameter, including 1 subgrade sample with water content, dry unit weight, patch hole	\$275.00	\$250.00	\$150.00	\$200.00	\$50.00	\$250.00	\$250.00
3 Concrete pavement Core, 4" diameter, including 1 subgrade sample with water content, dry unit weight, patch hole	\$350.00	\$250.00	\$150.00	\$225.00	\$50.00	\$275.00	\$290.00
4 Mobilization of Drill Rig and Personnel	\$550.00	\$750.00	\$450.00	\$175.00	\$1,200.00	\$650.00	\$350.00
5 Subgrade Soil Probe, 5 ft. deep, including sampling at 2.5' intervals with water content, dry unit weight	\$275.00	\$250.00	\$105.00	\$200.00	\$40.00	\$137.50	\$275.00
6 Subgrade Soil Probe, 10 ft. deep, including sampling at 2.5' intervals with water content, dry unit weight	\$500.00	\$395.00	\$195.00	\$400.00	\$80.00	\$250.00	\$400.00
	\$2,250.00	\$2,045.00	\$1,175.00	\$1,375.00	\$1,670.00	\$2,062.50	\$1,915.00
Miscellaneous Services							
1 Provide Correlated Nuclear gauge on job site (daily flat fee)	\$35.00	\$45.00	\$35.00	\$30.00	\$45.00	\$45.00	\$45.00
2 Concrete cylinder pick (dedicated trip)	\$125.00	\$75.00	\$95.00	No Charge	\$65.00	\$75.00	\$220.00
3 Phase One Environmental Site Assessment (Village utility repair/ excavation stockpile)	\$2,700.00		\$1,000.00	\$1,200.00	\$1,100.00	\$4,100.00	\$2,000.00
	\$2,860.00	\$120.00	\$1,130.00	\$1,230.00	\$1,210.00	\$4,220.00	\$2,265.00

Village of Orland Park RFP Responsiveness Check

RFP No. 19-008

Project Title: Soils & Materials Testing and Engineering 2019-21

RFP Requirement	Geo Services Inc.	Millennia Professional Services of Illinois, Ltd.	Construction & Geotechnical Material Testing, Inc. (CGMT)	SEECO Consultants Inc.	NASHnal Soil Testing, LLC	ECS Midwest, LLC	GEOCON Professional Services (GPS), a Robinson Engineering Ltd affiliate company	
Submitted Technical Proposal (Experience, Op History, Qualifications)	√	√	√	√	√	√	√	
Submitted a completed Proposal Summary Sheet	√	√	√	√	√	√	√	
Submitted a completed Certificate of Compliance	√	√	√	√	√	√	√	
Submitted three (3) references	√	√	√	√	√	√	√	
Submitted signed Insurance Requirements form	√	√	√	√	√	√	√	
Unit Price Sheet	√	√	√	√	√	√	√	

**A check mark in the box indicates inclusion of the required form with the proposal package. A "V#" indicates a variance that will be explained below.*

Prepared by: Denise Domalewski, Purchasing Administrator - Village of Orland Park

REQUEST FOR ACTION REPORT

File Number:	2019-0189
Orig. Department:	Public Works Department
File Name:	Concrete Flatwork SPWDA Joint Bid - Award

BACKGROUND:

The village, through the Public Works Director, is a member of the Suburban Public Works Directors Association (SPWDA). The SPDWA via the Village of Homewood took the lead on establishing a joint community bid for various concrete flatwork repairs for their participating communities. Participation in this bid is optional and does not obligate participating communities to commit to using this bid for any repair work. Prior to the bid advertisement, each municipality was asked to provide an estimated quantity of work to facilitate the establishment of estimated numbers upon which the bidders could base their bids. Upon receipt of the bids, each municipality then has the option to enter into a direct contract with the awarded bidder if the municipality finds the bid pricing favorable. Orland Park, along with Villages of Homewood, Flossmoor and Richton Park submitted their estimated quantities that were advertised by the Village of Homewood Call For Bids #18-10, on January 27, 2019 and opened on February 19, 2019.

Orland Park benefits from this "joint bid process" by saving staff time and resources. Furthermore, the additional quantities from the other communities provide for better economies of scale, which interprets to lower unit pricing. Considering that the commitment is optional, participation in the process enables Orland Park to gather insight on small scale market pricing for the concrete work. In short, if the bid pricing proved to be high, Orland Park would simply opt out of participation.

Over the past two years, the village has taken advantage of this opportunity with very positive results. Work completed under these contracts has successfully supplemented staff's work and resulted in more efficient production. Additionally, this joint bid process provides an opportunity to more effectively address lengthy or complex sidewalk repair areas which typically occupy a substantial amount of Public Works crews' manpower and time. This bid also allows Public Works staff to leverage contractor resources at repair locations which are outside of the annual Road Improvement Program contractor's work areas. Following a winter season that required several utility repairs, staff has identified numerous locations throughout the village where the restoration sidewalk, curb and driveways would be ideal for this bid project.

Four (4) contractors submitted bids for consideration (bid tab attached). A review of the bid submittals identified Strada Construction Company of Addison, Illinois as the low bidder. The unit prices submitted by Strada Construction Company for concrete flatwork and curb are comparable to larger volume pricing staff has traditionally received for similar work. Strada was also the successful bidder last year and proved to be a valuable partner. As such, it is staff's recommendation to accept the bid from Strada Construction of Addison, Illinois in an amount not to exceed \$60,000.

BUDGET IMPACT:

Funds for this work are available in accounts 010-5002-443300, 031-6002-443300 and 031-6007-443300.

REQUESTED ACTION:

I move to recommend to the Village Board to accept the bid for Concrete Flatwork from Strada Construction Company of Addison, IL for an amount not-to-exceed \$60,000.

VILLAGE OF HOMEWOOD

DEPARTMENT OF PUBLIC WORKS

17755 Ashland Avenue, Homewood, IL 60430

Concrete Flatwork

THE VILLAGE OF
HOMEWOOD

CFB #: 18-10 pw

1893

BID TABULATION

Bid Opening: February 13, 2019 @ 10:00 am

ITEM NO	DESCRIPTION	UNIT	CONTRACT QTY	Strada Construction Company		Davis Concrete Construction Co.		J&J Newell Concrete Contractors, Inc.		Scanlon Excavating & Concrete, inc.	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	ARROW BOARD	CAL DAY		\$500.00	\$0.00	\$1.00	\$0.00	\$75.00	\$0.00	\$125.00	\$0.00
2	P.C.C. PAVEMENT PATCH CL B (7")	SY		\$90.00	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$150.00	\$0.00
3	P.C.C. PAVEMENT PATCH CL C (9")	SY		\$120.00	\$0.00	\$220.00	\$0.00	\$225.00	\$0.00	\$150.00	\$0.00
4	P.C.C. PAVEMENT PATCH CL B (10")	SY		\$140.00	\$0.00	\$240.00	\$0.00	\$250.00	\$0.00	\$150.00	\$0.00
5	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	330	\$63.00	\$20,790.00	\$60.00	\$19,800.00	\$65.00	\$21,450.00	\$115.00	\$37,950.00
6	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (8")	SY	63	\$63.00	\$3,969.00	\$63.00	\$3,969.00	\$72.00	\$4,536.00	\$120.00	\$7,560.00
7	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5")	SF	29,650	\$7.75	\$229,787.50	\$7.55	\$223,857.50	\$7.25	\$214,962.50	\$16.00	\$474,400.00
8	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (8")	SF	1,475	\$7.50	\$11,062.50	\$8.35	\$12,316.25	\$8.00	\$11,800.00	\$16.50	\$24,337.50
9	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (Variable types)	FOOT	1,331	\$25.00	\$33,275.00	\$28.75	\$38,266.25	\$29.00	\$38,599.00	\$49.00	\$65,219.00
10	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24)	FOOT		\$45.00	\$0.00	\$50.00	\$0.00	\$39.00	\$0.00	\$65.00	\$0.00
11	DETECTABLE WARNING FIELDS - ADA Solutions, cast in place	SF	700	\$16.00	\$11,200.00	\$20.00	\$14,000.00	\$22.00	\$15,400.00	\$38.00	\$26,600.00
12	DETECTABLE WARNING FIELDS - "Armor Tile" cast in place replaceable	SF	260	\$16.00	\$4,160.00	\$20.00	\$5,200.00	\$25.00	\$6,500.00	\$40.00	\$10,400.00
13	DETECTABLE WARNING FIELDS - Duralast	SF	48	\$25.00	\$1,200.00	\$35.00	\$1,680.00	\$44.00	\$2,112.00	\$40.00	\$1,920.00
14	DETECTABLE WARNING FIELDS - Tifitile Cast Iron	SF		\$40.00	\$0.00	\$35.00	\$0.00	\$444.00	\$0.00	\$45.00	\$0.00
15	REINFORCEMENT BARS, EPOXY COATED - TWO CONTINUOUS NO. 5	FOOT	50	\$3.00	\$150.00	\$3.00	\$150.00	\$4.00	\$200.00	\$5.00	\$250.00
16	AGGREGATE BASE COURSE, TYPE B, 4-INCH	SY	700	\$3.00	\$2,100.00	\$5.50	\$3,850.00	\$3.60	\$2,520.00	\$5.95	\$4,165.00
17	REMOVE AND REPLACE BRICK PAVERS	SF	80	\$12.00	\$960.00	\$10.00	\$800.00	\$20.00	\$1,600.00	\$50.00	\$4,000.00
18	VV, MH, INLET, CB TO BE ADJUSTED	EACH		\$300.00	\$0.00	\$400.00	\$0.00	\$475.00	\$0.00	\$600.00	\$0.00
19	HIGH-EARLY-STRENGTH PCC ADJUSTMENT (PP-2 MIX)	CY		\$20.00	\$0.00	\$50.00	\$0.00	\$50.00	\$0.00	\$300.00	\$0.00
20	P.C.C. COMBINATION (MONOLITHIC) SIDEWALK/CURB REMOVAL & REPLACEMENT 5"-6.25"	SY		\$81.00	\$0.00	\$40.00	\$0.00	\$95.00	\$0.00	\$100.00	\$0.00
21	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	40	\$45.00	\$1,800.00	\$55.00	\$2,200.00	\$60.00	\$2,400.00	\$85.00	\$3,400.00
22	HOT-MIX ASPHALT STREET PAVEMENT REMOVAL AND REPLACEMENT	SY	880	\$15.00	\$13,200.00	\$65.00	\$57,200.00	\$100.00	\$88,000.00	\$64.00	\$56,320.00
23	EARTH EXCAVATION	CY	20	\$30.00	\$600.00	\$100.00	\$2,000.00	\$50.00	\$1,000.00	\$100.00	\$2,000.00
	BIDDERS PROPOSAL (AS CORRECTED)				\$334,254.00		\$385,289.00		\$411,079.50		\$718,521.50
	BIDDERS PROPOSAL (AS READ)				\$334,254.00		\$386,525.00		\$411,079.50		\$718,521.50

CALL FOR BIDS

CFB # 18-10

BID DOCUMENTS AND SPECIFICATIONS

CONCRETE FLATWORK

FOR THE MUNICIPALITIES OF:

FLOSSMOOR, HOMEWOOD, ORLAND PARK AND RICHTON PARK



FLOSSMOOR

Welcoming. Beautiful. Connected.



**Village of
Richton Park**

VILLAGE OF HOMEWOOD

PUBLIC WORKS

17755 ASHLAND AVENUE

HOMEWOOD, IL 60430

708.206.3470

SCHEDULE OF PRICES – ADDENDUM #1

SUBMISSION INFORMATION

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

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	4500	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 DIPACOLA Date: 2-13-19

Title: PRESIDENT Telephone Number: 630-627-3800

E-mail STRADACONSTCO@AR.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 POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

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

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

The Village of 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, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

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

Since this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Municipality no later than the 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 Greismair
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: _____

DISQUALIFICATION OF CERTAIN BIDDERS

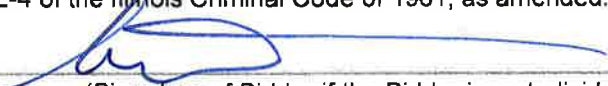
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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.

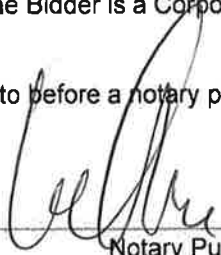
Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

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 DIPAOLO

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.



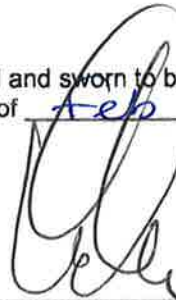
(Signature of Bidder if the Bidder is an Individual)

(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 DIPAOLO
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.

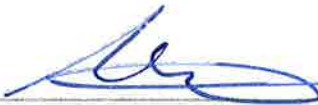
CONFLICT OF INTEREST

STRADA CONSTRUCTION CO

, hereby certifies that

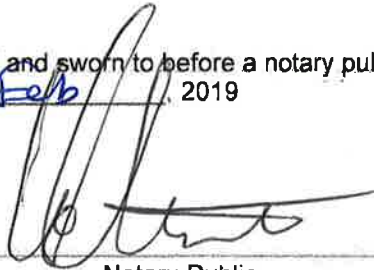
it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

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

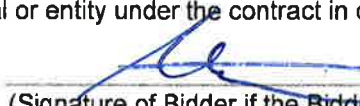
Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



TAX COMPLIANCE AFFIDAVIT

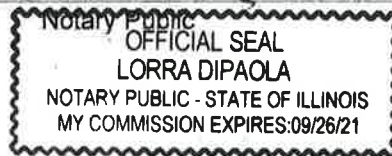
ANTONIO DIPAOLA being first duly sworn, deposes and says that (s) he is
PRESIDENT of STRADA CONSTRUCTION CO
(Partner, Officer, Owner, Etc.) (Contractor)

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



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 STAADA 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



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

☐ 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 (APPENDIX B)

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 CONTINUOUS 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 CONTINUOUS NO. 5 which price shall be payment in full for providing and installing reinforcement bars. COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) installed will be paid separately and is not included in this Pay Item.

ITEM 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 Oblige in the full and just sum of

Ten percent of Bid AmountDollars, (\$ 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 . . . 2019
A.D. Year

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Oblige 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 Oblige 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 Oblige; or if the Principal shall, in case of failure so to do, pay the Oblige the damages
which the Oblige 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.

Principal. . . Strada Construction Company

Witness: 

By: 

ERIE INSURANCE COMPANY

Witness:

By: 
Attorney-in-Fact



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.



Jeffrey A. Ludrof
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
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,



J. R. Van Gorder
J. R. Van Gorder, Secretary

this 16th day of February 20 19

REQUEST FOR ACTION REPORT

File Number:	2019-0183
Orig. Department:	Public Works Department
File Name:	2019-2020 Central Management Services Bulk Road Salt Participation - Joint Purchase Requisition

BACKGROUND:

For a number of years, the Village of Orland Park has participated in the State Joint Purchasing Program administered by the Illinois Department of Central Management Services (CMS) in an effort to secure the best price for road salt. At this time of the year, the State of Illinois requires us to renew our option to participate in this program for next winter's road salt (2019-2020) allocation. In doing so, we must complete and submit the Illinois Joint Purchasing Requisition indicating both the tonnage and amount anticipated to be budgeted for our 2019-2020 road salt requirements. Staff recommends that the village participates in the CMS competitive bid process scheduled for May or June of 2019.

The salt allocation requests for the previous two seasons were; 4,000 tons in 2017-2018, and 4,200 tons in 2018-2019 with \$43.41 per ton bid for each of the program years. This salt purchase price expires on June 30th, 2019 with the new bid price becoming effective after the State bid process is complete. This winter season has demanded above average salt use. The current CMS salt contract provides the village with the ability to purchase up to 5,040 tons (120%). Unless several snow events occur before the end of this snow season, a final shipment expected prior to the June deadline will sufficiently stock our salt barn and ensure that the village is adequately supplied to handle the beginning of the 2019-2020 snow season. With this scenario, it is staff's recommendation to increase this year's allocation request to 4,800 tons. Per the CMS agreement, the village is required to purchase a minimum of 80% of this request (3,840 tons) but additionally has the ability to purchase up to 120% of this request (5,760 tons). Upon receipt of the updated pricing, staff will return to Committee and Board for approval of the vendor and funding required for our 2019-2020 salt purchase.

Yearly, the Illinois Department of Central Management Services sends their Joint Purchasing Requisition close to the required deadline submission date necessitating last minute actions in order to meet this deadline. The re-procurement solicitation/agreement is required to be executed and returned to the State of Illinois by April 1, 2019. As such, this agenda item is being considered by the Public Works Committee and the Village Board of Trustees on the same night.

BUDGET IMPACT:

The FY19 Budget has only a small portion of the funds in line item 010-5002-462600 for this request. Additional funding will be included as part of the FY2020 budget process.

REQUESTED ACTION:

I move to recommend to the Village Board of Trustees to approve the Illinois Joint Purchasing

Requisition with the Illinois Department of Central Management Services for bulk road salt for the 2019-2020 winter season in the amount of 4800 tons.



MEMORANDUM

TO: Local Governmental Units Authorized to Participate in Joint Purchasing

FROM: Lance Traynor, Strategic Sourcing Manager,
Bureau of Strategic Sourcing, Commodities & Equipment

DATE: March 01, 2019

SUBJECT: Deadline for Submission of Bulk Rock Salt (Sodium Chloride)-(Road Salt)
Requirements for the 2019 - 2020 Winter Season

Action Required!

The State of Illinois, Bureau of Strategic Sourcing is planning to solicit bids for Rock Salt, Bulk for highway ice control (Road Salt) in May or June of 2019 for the 2019 - 2020 Winter Season.

Additionally, existing contract (**BidBuy CMS Contract # 18-416CMS-BOSS4-P-4129**) contains a renewal option at the sole option of the State. Therefore, if you are a participant within this contract, and if your community's intention is to renew, then this must be identified.

If your unit of government desires to be included in this year's contract re-procurement solicitation, or wishes to participate in the existing contract with a renewal option, **you are required to complete the copy of the attached Joint Purchasing Requisition Form** and return it to the Bureau Of Strategic Sourcing no later than **5:00 P.M. April 01, 2019**. Your choice is to "**SOLICIT BIDS**" or "**RENEW**" or "not be an active participant" in the State's procurement efforts for the 2019 - 2020 Season. **Note: Timeframe for submission is firm, and will not be extended.**

The "RENEW" Renewal Process - Utilize Table B

If your governmental entity is a participant under the following CMS Contract - (**BidBuy # 18-416CMS-BOSS4-P-4129**) - and upon receipt of your stated **desire to RENEW** with your updated tonnage quantity requirements, the State will work to finalize renewal on behalf of your governmental entity. Should you choose to renew, all Terms and Conditions shall remain the same as in the present contract, and you will be able to re-state your desired quantities (with cap on quantity increase not to exceed 20.% more than your past year's quantity). **Complete Table B** (only) to indicate your intent to renew and state your desired quantity requirements.

Note that a **Renewal Option** is not available under current contracts (**4018455 CMS-P 400, 4018456 CMS-P-401, and 4018457 CMS-P-401**) and you should **complete Table A** (only) to indicate your intent to participant, and state your quantity requirements for re-establishment of competitively bid new contract(s) for the 2019 - 2020 Season.

The “SOLICIT BIDS” ReBid Procurement Process - Utilize Table A

Should a renewal option not exist, or should you wish to participate in the State’s bid process for the 2019 - 20120 Season, complete **Table A** (only) to indicate your intent to participate in the bid process, your minimum purchase requirement, and your desired bid quantities as 100.% of your contract commitment.

The State seeks to combine the needs of hundreds of governmental entities across Illinois into a single bid document in an effort to consolidate buying power, and to make it easier for vendors to respond to the individual needs of those hundreds of communities through a single bid response. Award is to the lowest responsible bidder meeting the terms and conditions of the bid solicitation. A single contract is completed for each vendor for all locations awarded through the competitive process. Thereafter, each governmental unit places its own orders with their vendor in compliance with the contract terms and conditions, and is responsible for direct payment to their contract vendor.

CMS does not set pricing, nor does CMS buy salt for resale. Vendors offer pricing under a competitive bid process, in accordance with the Illinois Procurement Code and Rules and the Illinois Joint Purchasing Act. CMS strives to utilize a consistent approach, to the greatest degree possible, in seeking to achieve a highly competitive bid process.

Anticipated Terms – for the 2019 - 2020 Solicitation

This section applies to those units of government participating in the joint purchase of rock salt contract solicitation. Renewing entities will be governed under the existing contract(s). All participants will be required to abide by the respective contract terms and conditions. The major terms for the upcoming season are expected to be as follows:

1. Rock Salt, Bulk specification shall be in accordance with AASHTO Specification M143, Sodium Chloride (Road Salt) Type 1, Grade 1, or an acceptable approved alternate.
2. Quantities shown in the invitation for bid are estimates only. The total ton quantity submitted shall be considered sufficient to service the seasonal needs of the local governmental unit, and may be adjusted as stated herein.
3. The purchase percentage agreement is consistent with last season’s bid. We are asking local government to identify their purchase percentage commitment (choose one) on the Requisition Form. (**Table-A Option**)

3.a. When submitting Rock Salt (Road Salt) estimated usage for next winter, local governmental unit shall agree to purchase at least 80.% of the amount; and the vendor shall agree to furnish not less than 120.% of the awarded tonnage amount. (Please make selection on Requisition Form)

OR

3.b. When submitting Rock Salt (Road Salt) estimated usage for next winter, local governmental unit shall agree to purchase at least 100.% of the amount; and the vendor shall agree to furnish not less than 120.% of the awarded tonnage amount. (Please make selection on Requisition Form)

3.c. Each governmental unit is responsible for ensuring that the guaranteed purchase requirement is met before the end of the season (**June 30, 2020**).

4. Each governmental unit shall be responsible for issuing their own purchase orders against the resulting contract.

4.a. **Governmental units are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages.** Governmental units need to make every effort to place orders in full truckload quantity of (22 - 25 tons). Requests for a quantity of less than a truckload will not be accepted.

4.b. Local governmental units reserve the right to purchase up to 50.% of the total award requirements prior to **November 30, 2019** and the vendor shall notify each delivery point in advance of when shipment is to begin.

4.c. Vendors shall accept orders at any time during the period from the date of contract issue through the last day of the contract, or as mutually agreed upon by the vendor and contract participant.

5. Deliveries shall be accepted only on regular work days (Monday through Friday and excluding all State holidays) during regular work hours (7:30 a.m. to 4:00 p.m.), except when special arrangements have been made in advance with an appropriate agency or governmental representative at the delivery site.

All truck loads shall be covered with an approved weatherproof material, and all deliveries shall be Pre-Paid F.O.B. Destination as stated in the order document.

Truckloads containing foreign material such as mud, rocks, etc., may be rejected at the delivery site, and a replacement shipment scheduled by the contract vendor.

The State and Local Governmental Units reserve the right to require that some trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

Deliveries are to be made as soon as possible after receipt of an order, maximum time from receipt of an order placed by local governmental units after December 1.st shall not exceed seven working days, or as modified by Contract Order Guidelines.

Each governmental unit shall be responsible for the processing of vendor invoices in a timely manner to ensure prompt payment is made directly to the vendor.

6. CMS intends to continue to include a liquidated damages clause similar to the following:
From **December 1, 2019** thru **April 1, 2020**; if the vendor is unable to make delivery within the required working days, governmental units shall have the right to assess and retain a specified amount per ton per calendar day as liquidated damages on the undelivered portion of the order. If after seven days of liquidated damages, the vendor has still failed to deliver as required, governmental units shall reserve the right to take action to remedy the failure of vendor performance in accordance with the contract.
7. For contract performance protection, the State will secure a performance bond from the contracted vendor, valued at 20.% of the total of the contract award dollar value.
8. In December 2019 the contract vendor(s) shall be required to have stockpile(s) in place located in or near Illinois covering 100.% of the total tonnage awarded for the northern regions of the State, and in January of 2020 the stockpile(s) located in or near Illinois covering 100.% of the tonnage awarded for all other regions of the State.
9. The contract price shall remain firm for the entire contract period up to the maximum 120.% guaranteed limit. Local governmental unit requirements over the maximum 120.% purchase threshold will be supplied by the vendor upon mutual agreement of the parties.
In the case of an emergency, efforts shall be made to have the vendor ship enough salt to aid affected local governmental units through the emergency situation.

2016 - 2019 Season Retrospective

A competitive bid process, essentially unchanged from previous years, was used in the solicitation to meet statewide requirements for over 850 individual participants. This past season salt re-procurement did not incur the challenges experienced in the 2014-2015 season and all requirements were fulfilled at bid prices much lower than the weighted average in previous seasons.

This is an Opt-in Process

Participation in the State's procurement process for Rock Salt (Road Salt) **is voluntary**, an opt-in process. CMS has no method to ensure vendor participation, nor control pricing that vendor's offer in the competitive bid process.

Local Communities are not inhibited nor restricted from seeking bids independently should they choose to do so. However, **by indicating** through this requisition process **your desire to** either **"RENEW"** or to **"SOLICIT BIDS"** in the upcoming bid process, **you are committing your entity's participation**. The State will act in accordance with your submitted requisition.

We ask that you give immediate attention to this matter and allow reasonable mailing time or fax response submittal to ensure that we receive your salt request prior to the deadline. Be sure to include current contact information as requested, including a contact Email Address, for future correspondence. Return your Joint Purchasing Requisition via **Email** as stated below no later than **5:00 p.m. on April 01, 2019. (Deadline is firm, and will not be extended.)**

We thank you for your consideration and welcome your participation in the upcoming bid. Any questions you have in completing the form or concerning the rock salt bid/contract can be directed to the following:










Wayne Ilsley, CPPB, Buyer
Department of Central Management Services
Bureau of Strategic Sourcing – Commodities & Equipment
1000 E. Converse Street, Springfield, IL 62702
Phone: (217) 782-8091 Fax: (217) 782-5187
Email Address for submission:
CMS.BOSS.EC@illinois.gov

Joint Purchasing Participant.

BidBuy is the new procurement system implemented by the State Of Illinois, in which this Master Blanket Purchase Order (Master Contract) was re-established.

As a municipality, you do not need to register in BidBuy. To access master contracts you only need to follow the steps outlined in the following document.

Locating State Wide Master Contracts (without registration in BidBuy)
(To begin you just click on the 'Contract & Bid Search' as shown below.)

Screen	Task
To BidBuy Homepage	 https://www.bidbuy.illinois.gov/bsa/
BidBuy Homepage	 Click Contract & Bid Search at bottom of screen
Advanced Search	 Select radio dial next to Contracts/Blankets
Advanced Search	 Enter Search Criteria or enter nothing to receive all contracts  Click Find It
Advanced Search	 Click on Contract/Blanket# (underlined) to show contract information
Master Blanket Purchase Order Under Header Information	Verify Field " Master Contract? " = Yes  Click on Copy of contract (underlined) next to Agency Attachment field to download contract document
To Exit	In BidBuy  Click Exit at bottom of screen
Advanced Search	 Click Exit at bottom of screen to return to BidBuy homepage



ILLINOIS

JOINT PURCHASING REQUISITION

CY'19-'20 New Purchase Commitment

PLEASE RETURN TO:

Illinois Department of
Central Management Services
IEPA North Building
1000 E. Converse Street
Springfield, IL 62702

Email Address for submission:

CMS.BOSS.EC@illinois.gov

 No Thank You,
But keep on mailing list.

Opt-Out-> Our unit **does not want to participate** in the CY' 2019-2020 Contract Procurement.
Notice:-> Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #: _____

Date: _____ / _____ / **2019**

Government Unit: _____

Mailing Address: _____

City / State / Zip: _____

County: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Contact Email: _____

Delivery Point
(Provide Delivery Details To Contract) (Vendor At Time Of Order Placement)
<- Please provide Email Address <- Please ensure Address is Legible

***** Participant, Complete Only One - Either "Table-A" or "Table-B" Below *****

Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity		
ITEM DESCRIPTION	BID QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 – 25 Ton / Truck)
Rock Salt, Bulk	_____	T o n s
Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one):		
OPTION 1 _____ 80.% minimum purchase requirement/120% maximum purchase requirement		
OPTION 2 _____ 100% minimum purchase requirement/120% maximum purchase requirement		

***** Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below *****

Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity		
ITEM DESCRIPTION	QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 – 25 Ton / Truck)
Rock Salt, Bulk	_____	T o n s
Note: Renewal is available ONLY under CMS BidBuy Contract # 18-416CMS-BOSS4-P-4129 for prior CY' 2018-2019.		
Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10.% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below:		

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Printed on Recycled Paper

TITLE

REQUEST FOR ACTION REPORT

File Number:	2019-0198
Orig. Department:	Public Works Department
File Name:	Fiber Locating Agreement - Adesta LLC First Amendment

BACKGROUND:

In 2014 the village embarked on a long-range plan in coordination with local school districts to create an area-wide fiber network to improve efficiencies in technology and communication. In June, 2017, the Village Board approved a contract with Adesta LLC of Willowbrook, Illinois (formerly known as G4S) to begin the first large scale fiber installation for the village. Additionally, the Village Board approved intergovernmental agreements with School District 135 (SD135) and School District 230 (SD230) to facilitate cooperation for the installation, operation and overall maintenance of the underground fiber and to enter into a cost sharing for the locating of underground fiber.

SD135 has made available to the village one of their four previously installed fiber optic ducts that connects all of the SD135 facilities. The village's ability to use these ducts reduces the amount of infrastructure we will have to invest and construct in the future. SD135 duct is currently utilized by the village along both Ravinia Avenue and 151st Street to complete connectivity to various village facilities, including the Village Hall Complex, Police Station, Public Works, Main Pump Station and 151st Lift Station.

Additionally, the village owns approximately 7 miles of 4" conduit along LaGrange Road that we agreed to share with SD230. The village also currently utilizes the LaGrange Road conduit from Elevated Tank #6 located west of 131st Street to 156th Street. SD230 utilizes separate fiber in the same conduit linking communications between Carl Sandburg, their administrative facility at 151st Street & 94th Avenue and Victor J. Andrew High School.

By agreement SD135, SD230 and the village, utilize Adesta LLC to locate approximately 16 miles of joint fiber installation. The owners of the ducts will be billed by Adesta LLC for each locate, then each owner will be reimbursed by the other occupants for shared costs. There is an additional 5.5 miles of duct independently owned and operated by the village. In an effort to maintain continuity and avoid missed marks that would result in accidental strikes, Adesta was asked to provide a proposal to locate all village fiber ducts as documented in the village's geographic information system (see attached).

Adesta has submitted a first amendment to the original design and construction agreement for the locating of the village's conduits. They have agreed to hold their pricing from 2018, for 2019. The unit costs will be based per JULIE ticket received for areas where the conduit exists at \$1.92 per ticket. Costs to dispatch an Adesta employee are \$47.02 during normal working hours and \$152.26 for emergency locates after hours. Since this will be the first time the village contracts fiber locating, a ten (10) year history was solicited from SD135 to provide an estimated annual cost. While there were years in which costs exceeded \$32,000.00 due to large scale road projects, average costs were \$18,500.00 per year. Based upon SD135 costs staff recommends a not to exceed cost of \$30,000.00 to be allocated. The agreement with Adesta will

automatically renew annually with increases in accordance with the Consumer Price Index. Prior to renewal, the village has 90 days to terminate the agreement.

BUDGET IMPACT:

Funds for this service are available in FY2019 account 031-6001-442990 and 010-1600-442990 (rolled from FY2018).

REQUESTED ACTION:

I move to recommend to the Village Board to accept the proposed First Amendment to the Design and Construction Agreement from Adesta LLC of Willowbrook, Illinois for locating village owned fiber duct in an amount not to exceed \$30,000.00.



FIRST AMENDMENT TO DESIGN AND CONSTRUCTION AGREEMENT

This First Amendment to Design and Construction Agreement ("First Amendment") is entered into this 1st day of June, 2018 by and between G4S Secure Integration LLC ("Contractor"), whose principal office is located at 1200 Landmark Center, Suite 1300, Omaha, Nebraska 68102, and The Village of Orland Park ("Owner") whose principal office is located at 14700 Ravinia Avenue, Orland Park, IL 60462 (collectively the "Parties").

RECITALS

WHEREAS, the Design and Construction Agreement with an effective date of August 1, 2017 was entered into between G4S Secure Integration LLC and The Village of Orland Park; and

WHEREAS, the Parties now desire to amend the Agreement; and

WHEREAS, the Parties agree that the Agreement will be between Adesta LLC and The Village of Orland Park.

NOW THEREFORE, the Parties hereby agree to modify the Agreement in the following respects:

1. The Agreement between the Parties shall now be between Adesta LLC and The Village of Orland Park.
2. The term of this Amendment will be one (1) year from the effective date of this Amendment with annual automatic renewal and Consumer Price Index (CPI) rate increases.
3. Add pricing for Locating and Emergency Services per Attachments 1 and 2 which are attached hereto and made a part hereof.

It is understood and agreed by the Parties that the foregoing change constitutes a mutual accord and satisfaction for all changes in the Agreement Services as set forth in this Amendment. Except as hereby modified, all terms and conditions of said Agreement as heretofore modified remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their proper officers or duly authorized agents.

Adesta LLC

Contractor

The Village of Orland Park

Owner

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**First Amendment to Design and Construction Agreement
Attachment 1**

1.0 LOCATING PRICING

Description	Unit	Unit Cost
Screen Tickets	Ticket	\$1.92
Locate Facilities – Regular Business Hours	Dispatch	\$47.02
Locate Facilities – After Regular Business Hours	Dispatch	\$152.26
Estimated Annual Total		\$43,928.59

2.0 NOTES PERTAINING TO LOCATING

1. Contractor will bill for actual quantities based on the unit rates listed above.
2. J.U.L.I.E. per ticket fees will be covered by The Village of Orland Park.
3. A bond is not included.
4. The “Regular Business Hours Ticket” price includes the labor, equipment, paint, flags, misc. supplies, and overhead necessary to locate underground facilities that are deemed to be in conflict during regular business hours.
5. The “After Regular Business Hours Ticket (4:00PM – 7:00AM)” price includes all labor, equipment, paint, flags, misc. supplies, and overhead necessary to locate underground facilities that are deemed to be in conflict after regular business hours when in the receipt of an emergency dig ticket. This includes weekends and holidays.
6. The following days are considered Holidays.
 - a. New Year’s Day
 - b. President’s Day
 - c. Good Friday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Thanksgiving Day
 - h. Day After Thanksgiving
 - i. Christmas Eve
 - j. Christmas Day
 - k. New Year’s Eve

3.0 HOURLY LABOR RATES

Description	Straight Time	Overtime	Double Time
Project Manager	\$132.00	\$132.00	\$132.00
Maintenance Manager	\$125.00	\$125.00	\$125.00
Engineering Manager	\$125.00	\$125.00	\$125.00
Superintendent	\$84.50	\$84.50	\$84.50
Systems Engineer III	\$98.75	\$98.75	\$98.75
Systems Engineer II	\$92.50	\$92.50	\$92.50
OSP Inspector	\$70.00	\$105.00	\$105.00
Locator	\$52.00	\$78.00	\$78.00
CADD Tech	\$57.50	\$57.50	\$57.50
General Foreman	\$99.50	\$149.50	\$199.50
Foreman	\$95.50	\$143.25	\$191.00
Equipment Operator	\$125.75	\$162.75	\$202.50
Splicer	\$91.50	\$137.00	\$182.50
Groundman III	\$89.50	\$134.00	\$178.50
Groundman II	\$87.50	\$131.00	\$174.53
Laborer	\$96.00	\$126.50	\$160.25
Truck Driver	\$85.50	\$102.50	\$121.50

**First Amendment to Design and Construction Agreement
Attachment 1**

4.0 HOURLY EQUIPMENT RATES

Description	Hourly Rate
Bucket Truck	\$35.00
Splicing Machine	\$11.00
OTDR	\$11.00
Power Meter	\$11.00
Splicing Trailer	\$11.00
Manhole Kit	\$6.00
3" Pump	\$7.25
Air Compressor	\$34.25
Portable Generator	\$14.75
Safety & Traffic Control Equipment	\$20.50
Plow	\$95.00
Backhoe	\$50.00
Mini Excavator	\$31.11
Trencher	\$36.00
Directional Boring Machine	\$74.50
Skid Steer	\$28.25
Water Truck	\$37.50
Dump Truck	\$31.50
Pick-Up Truck	\$14.25
Equipment Trailer	\$19.00
Reel Cart	\$5.50
Cable Blowing Machine	\$10.50
Mid-Assist Capstan	\$18.00

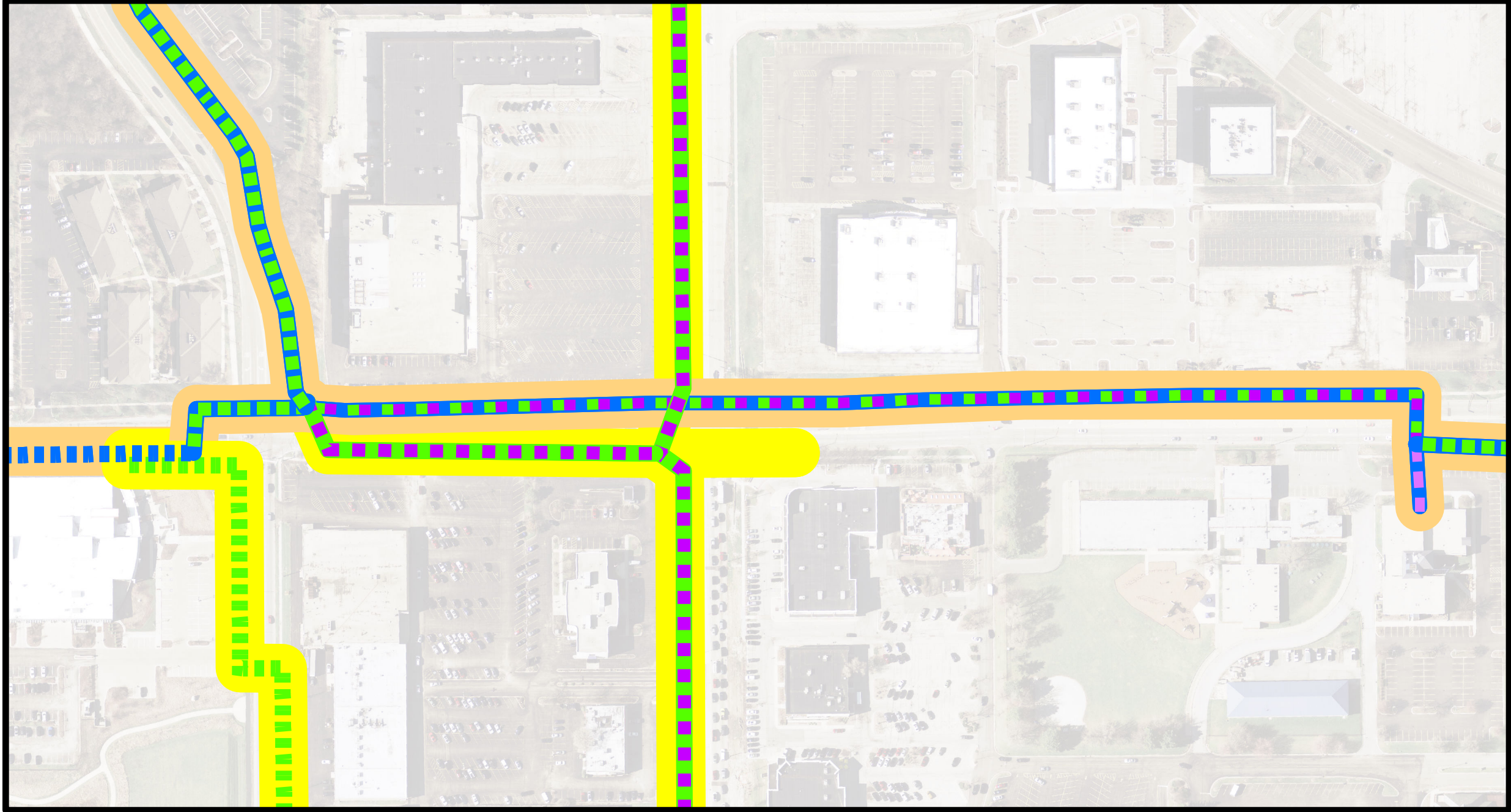
5.0 MATERIAL AND PERMIT RATES

All materials provided by Contractor and permit fees paid by Contractor shall be charged to The Village of Orland Park on a cost +19% basis. Material costs shall include incidentals, such as shipping, warranties, and taxes, as documented through supplier invoices. The cost for consumable materials shall be the responsibility of Contractor.

6.0 NOTES PERTAINING TO EMERGENCY SERVICE RATES

1. Contractor shall bill for actual quantities based on the unit rates listed above.
2. A bond is not included.

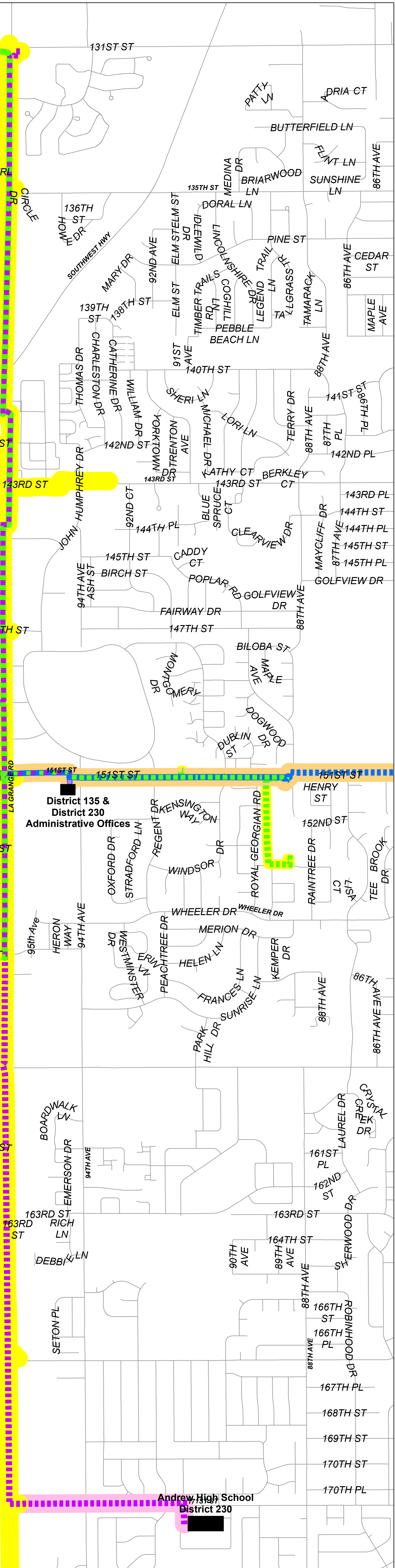
SHARED FIBER CONDUIT EXHIBIT



Conduit Owner	Total Length of Conduit L.F.
School Dist. 135	50,170
Village of Orland Park	42,970
HS Dist. 230	3,560

Fiber Owner	Conduit Owner
SD135	SD135
SD230	SD230
VOP	VOP

Conduit Owner	Fiber Owner	L.F.
School Dist. 135	School Dist. 135 & HS Dist. 230	100
School Dist. 135	Village of Orland Park & School Dist. 135	6,475
School Dist. 135	Village of Orland Park & School Dist. 135 & HS Dist. 230	1,875
Village of Orland Park	HS Dist. 230	10,225
Village of Orland Park	Village of Orland Park & HS Dist. 230	17,425





CFA Software

FLEET MAINTENANCE & INVENTORY
CONTROL SOFTWARE SOLUTIONS
SINCE 1969

OPTIMIZE FLEET PRODUCTIVITY

User:

Password:

[HOME](#)
[PRODUCTS](#)
[SERVICES](#)
[SUPPORT](#)
[COMPANY](#)


◆ WELCOME

CFA's CFAWin software is a fleet maintenance management solution that provides a clean and direct approach to managing your fleet maintenance operations.

At CFA, we realize your need to provide fleet cost controls and cost savings -- no matter the size of your fleet. Our CFAWin solution works for small and large fleets alike. CFAWin can be operational in just days, and you can access CFAWin from anywhere in the world.

CFAWin products are designed around the adage of what gets measured is what gets done. CFAWin offers enterprise-level features and functionality that provide you the ability to identify, reduce and control fleet costs without enterprise pricing.

Since 1969, CFA has been providing software to public and private equipment fleets to manage their fleet maintenance operations. Our products are designed around these 40 years of servicing a large variety of equipment fleets.

◆ CONTACT US

CFA Software

1020 West Fullerton Avenue Suite A
Addison, IL 60101

Phone: 630.543.1410

Fax: 630.543.1904

E-mail: sales@cfasoftware.com

[\[More info...\]](#)

◆ UPCOMING EVENTS

◆ LATEST NEWS

Latest Updates – Get the latest enhancements. [\[Download now...\]](#)

Tips and Tidbits Newsletter Get tips from our Support Techs, and find out the latest CFA news. [\[Download now...\]](#)

◆ OUR SOLUTIONS

- » [CFAWin](#)
- » [Training](#)
- » [Consulting](#)
- » [Demo](#)