

# VILLAGE OF LOMBARD CONTRACT

## CONTRACT DOCUMENT NUMBER ST-11-02

This agreement is made this 6th day of May, 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Chicagoland Paving Contractors, Inc. (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

### FY 2011 Asphalt Paving and Patching Program

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number ST-11-02 for FY Asphalt Paving and Patching Program, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number ST-11-02 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: April 26, 2010
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.

3. The 1 ½ inch grinding locations shall be completed by June 11, 2010. Between May 28, 2010 and June 28, 2010 a separate village contract will complete curb repair as needed in locations that are included in this FY 2011 Asphalt Paving and Patching project. The contractor shall not work at the locations requiring curb work until the curb work is completed. The entire FY 2011 Asphalt Paving and Patching project shall be completed by August 27, 2010. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 6 day of May 2010.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

ChicagoLand Paving Contractors, Inc  
 \_\_\_\_\_  
 Print Company Name

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

Accepted this 6 day of May, 2010.

W. R. Bomer  
 \_\_\_\_\_  
 By

Uncle President  
 \_\_\_\_\_  
 Position/Title

By \_\_\_\_\_

Position/Title \_\_\_\_\_

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 6th day of May, 2010.

William J. Mueller  
 \_\_\_\_\_  
 William J. Mueller, Village President

Attest:

Brigitte O'Brien  
 \_\_\_\_\_  
 Brigitte O'Brien, Village Clerk



# CERTIFICATE OF LIABILITY INSURANCE

OP ID RS  
CHICL-1

DATE (MM/DD/YYYY)

05/14/10

<b>PRODUCER</b>  Corkill Insurance Agency, Inc. 25 Northwest Pt Blvd Ste 625 Elk Grove Village IL 60007 Phone: 847-758-1000 Fax: 847-758-1200	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>		
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	
<b>INSURED</b>  Chicagoland Paving Inc. 225 Telsler Road Lake Zurich IL 60047	INSURER A:	Harleysville Insurance A-	14516
	INSURER B:	AGCS Marine Insurance Co A+	
	INSURER C:	St. Paul Fire & Marine Ins A+	
	INSURER D:		
	INSURER E:		

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MPA18565B	02/24/10	02/24/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA18692B	02/24/10	02/24/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CMB37517B	02/24/10	02/24/11	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below	WC37524B	02/24/10	02/24/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		<b>IM-Rented Equipmen</b>	MXI97909735	02/24/10	02/24/11	Limit \$175,000
C		<b>Excess Umbrella</b>	Q101201652	02/24/10	02/24/11	Limit \$5,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b> The Village of Lombard, its officers, agents and employees are Additional Insureds for General Liability on a primary and non-contributory basis if required by written contract.						

### CERTIFICATE HOLDER

### CANCELLATION

<b>VILLLOM</b>  Village of Lombard 255 East Wilson Avenue Lombard IL 60148	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2009/01)

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# VILLAGE OF LOMBARD CHANGE ORDER

PROJECT NAME: The FY 2011 Asphalt Paving and Patching  
 PROJECT NO.: ST-11-02  
 LOCATION: Various CHANGE ORDER: 4  
 CONTRACTOR: Chicagoland Paving Contractors, Inc. DATE: 6/28/2011  
 DESCRIPTION OF CHANGE ORDER: Adjusting quantities to reflect final measured values

ORIGINAL CONTRACT BUDGET AMOUNT:	[1]	<u>\$1,038,829.24</u>
TOTAL OF PREVIOUS AUTHORIZED CHANGE ORDERS:	[2]	<u>\$0.00</u>
CURRENT CONTRACT AMOUNT: ([1]+[2])	[3]	<u>\$1,038,829.24</u>
<b>PROPOSED CHANGE ORDER: (PENDING APPROVAL)</b>	[4]	<u>(\$181,308.14)</u>
<b>PROPOSED REVISED CONTRACT AMOUNT: (PENDING APPROVAL) ([3]+[4])</b>	[5]	<u>\$857,521.10</u>

NET OF ALL CHANGE ORDERS: (PENDING APPROVAL) ([2]+[4]) (\$181,308.14)

TIME EXTENSION OR REDUCTION: N/A

TOTAL CONTRACT TIME: (PENDING APPROVAL) N/A

BUDGET ESTIMATE: \$1,038,829.24

ENGINEER'S ESTIMATE: \$865,456.99

**RECOMMENDED FOR ACCEPTANCE :**

<u>Chad Vuk</u>	<u>7/6/11</u>	Approved By: <u>Timothy Sexton</u>	<u>8/22/11</u>
Resident Engineer	Date	Director of Finance	Date
<u>Christopher Keller</u>	<u>7/6/11</u>	Approved By: <u>[Signature]</u>	<u>8/23/11</u>
Contractor	Date	(<\$10K or 25%) Village Manager	Date
<u>David A. Deibel</u>	<u>7/6/11</u>	Approved By: <u>[Signature]</u>	<u>8/18/2011</u>
Village Engineer	Date	(>\$10K or 25%) Village President	Date
<u>[Signature]</u>	<u>7/6/11</u>	Attest: <u>Dejette O'Brien</u>	<u>8/18/2011</u>
Director of Public Works	Date	Village Clerk	Date
<u>[Signature]</u>	<u>8/18/11</u>		
Assistant Director of Finance	Date		

**It is understood that as part of this change order that the Contractor agrees that all bonds, permits, insurance and guarantees are hereby extended to incorporate this Change Order.**

The FY 2011 Asphalt Paving and Patching

C.O. #4

6/28/2011

Item	Original Quantity	Unit	Add/Deduct	Final Quantity	Unit Price	Final Contract Value
REM & DISP OF UNSUITABLE MATERIAL	2037	CY	-113.9	1923.1	\$24.00	\$46,154.40
BIT BASE CSE 4 3/4"	7,738	SY	254	7992	\$20.00	\$159,840.00
AGGREGATE BASE REPAIR CA-6	1,040	CY	-274.75	765.25	\$32.00	\$24,488.00
BITUMINOUS SURFACE REMOVAL 1 1/2"	26,077	SY	843	26920	\$1.15	\$30,958.00
BITUMINOUS SURFACE REMOVAL 2"	23,098	SY	1649	24747	\$1.50	\$37,120.50
BITUMINOUS SURFACE REMOVAL 4"	7,738	SY	254	7992	\$2.75	\$21,978.00
BITUMIUS MATERIALS (PRIME COAT)	17,456	Gallon	-16106	1350	\$0.10	\$135.00
HMA BC IL-19 N50 2 1/4"	4,657	SY	270	4927	\$9.50	\$46,806.50
HMA SC 'C' N50 1 1/2"	7154	SY	1213	8367	\$7.00	\$58,569.00
HMA BC IL-19 N50 2 3/4"	3,081	SY	-16	3065	\$10.00	\$30,650.00
HMA SC 'C' N50 2"	27,758	SY	3184	30942	\$9.00	\$278,478.00
AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A	24,042	SY	8431	32473	\$1.15	\$37,343.95
CL D PATCH 10"	21	SY	48	69	\$100.00	\$6,900.00
CL D PATCH 12"	11	SY	19	30	\$100.00	\$3,000.00
CL D PATCH 15"	190	SY	-46	144	\$85.00	\$12,240.00
TRAFFIC CONTROL & PROTECT	1	LS	0	1.00	\$23,189.15	\$23,189.15
PREF PL PM TB LINE 4 YELLOW	142	LF	133	275.00	\$8.20	\$2,255.00
PREF PL PM TB LINE 12 WHITE	115	LF	126	241.00	\$22.60	\$5,446.60
PREF PL PM TB LINE 18 WHITE	221	LF	81	302.00	\$29.00	\$8,758.00
CREDIT FOR USING VILLAGE DUMP SITE	0	CY	1188.5	1188.50	-\$4.00	-\$4,754.00
BUTT JOINT	0	LF	100	100.00	\$10.00	\$1,000.00
SHOULDER REPAIR (1' x 3.5" ) CA-6 STONE	0	LF	600	600.00	\$1.50	\$900.00
PAVEMENT CLEANUP	0	SY	1265	1265.00	\$1.00	\$1,265.00
LEVELING BINDER, N50 1-1/2"	0	SY	1600	1600.00	\$5.00	\$8,000.00
Alley off of Lombard Av	0	LS	1	1.00	\$7,900.00	\$7,900.00
Alley off of Elm St	0	LS	1	1.00	\$8,900.00	\$8,900.00

Total Completed	\$857,521.10
Awarded Amount	1,038,829.24
Change Order Value	181,308.14



**VILLAGE OF LOMBARD**  
**CONTRACT DOCUMENT NUMBER ST-11-02**  
**FOR**  
**FY 2011 Asphalt Paving and Patching Program**

Bid Opening Date:.....April 26, 2010  
Bid Opening Time:..... 11:00 A.M.  
Bid Opening Location: ..... Public Works Building  
Bid Opening Room: ..... Conference Room  
Bid Deposit: ..... 5%  
Performance Bond:..... YES

**Mandatory Pre-Bid Meeting**

Pre-Bid Meeting Date: .....April 20, 2010  
Pre-Bid Meeting Time: ..... 11:00 A.M.  
Pre-Bid Meeting Location:..... Public Works  
Pre-Bid Meeting Room: ..... Conference Room

Obtain information from and submit bids to:

Carl Goldsmith  
Director of Public Works  
Village of Lombard  
1051 S. Hammerschmidt Avenue  
Lombard, Illinois 60148  
(630) 620-5740

Note: Every page of this document is an integral part of the contract documents, and is part of any contract executed between the Village of Lombard and any successful Bidder.

**TABLE OF CONTENTS**

	Page
Cover Sheet.....	1
Table of Contents.....	2
Notice to Bidders.....	3
Project Special Provisions.....	5
Instructions to Bidders on Filling Out Forms.....	25
Bid Proposal.....	26
Bidder's Certification Form.....	28
Performance Reference Form.....	29
Pre-Bid Meeting Attendance Form.....	30
Appendix 1 – Sample Form of Contract and Contract Bond.....	31
Appendix 2 – Sample Form of Contractor's Certification Form.....	36
Appendix 3 – Check Sheet for Recurring Special Provisions &..... BDE Special Provisions	37
Appendix 4 – Typical Pavement Cross Sections.....	42
Appendix 5 – Project Maps.....	43

**VILLAGE OF LOMBARD**  
**NOTICE TO BIDDERS**  
**FOR**  
**FY 2011 Asphalt Paving and Patching Program**

The Village of Lombard is now accepting sealed bid proposals for FY 2011 Asphalt Paving and Patching Program.

**TIME AND PLACE OF OPENING BIDS**

Notice is hereby given that the Village of Lombard, Illinois, acting through the Department of Public Works, will receive sealed bids at the Public Works Facility, 1051 S. Hammerschmidt Avenue, Lombard, Illinois until April 26 at 11:00 A.M., local time for the FY 2011 Asphalt Paving and Patching Program, at which time the bids will be publicly opened, reviewed for completeness and read. Bid proposals for this project will be considered to determine the lowest responsible bidder. Judgment on award of the contract shall be based not only on cost, but also on past performance, experience and ability to perform the work. The Village of Lombard reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations and other considerations the law allows in determining the definition of 'responsible bidder'. Bids will be acted upon by the President and Board of Trustees.

**DESCRIPTION OF WORK**

The proposed work is officially known as "FY 2011 Asphalt Paving and Patching Program". The FY 2011 Asphalt Paving and Patching Program consists of four types of work.

- 1.) Two inch (2") grind and overlay of 23098 square yards of asphalt streets.
- 2.) 7738 square yards of full depth asphalt paving edge repair (removal and replacement of seven feet (7') wide strips adjacent to the curb and gutter). The Surface of the full depth section will consist of either 2" surface course, 2 1/4" binder or 1 1/2" Surface course and 2 3/4" Binder and 4 3/4" bituminous base over 4" aggregate base course. The middle portion of the street, 3,411 square yards, will be ground either two inches (2") or one and a half inches (1.5"). A 12 1/2 foot roll of area reflective crack control treatment, system A, and a two inch or one and a half inch surface course will be placed on top. Thus, either a new two (2") or inch and a half (1.5") surface course will be placed across the full width of the street.
- 3.) 222 square yards of full depth asphalt patches.
- 4.) The 1 1/2 inch grinding of 23405 SY of asphalt streets.

The work also includes restriping of pavement. The work will be performed in various locations throughout the Village. The quantities may increase or decrease from the bid proposal. The contract will be awarded to the lowest responsible bidder based on quantities and unit prices in the bid proposal. The awarded contract amount will be the Village's budgeted amount of \$1,038,829.24. Payment for work preformed will be based measured quantities multiplied by contract unit prices.

The 1 1/2 inch grinding locations shall be completed by June 11, 2010. Between May 28, 2010 and June 28, 2010 a separate village contract will complete curb repair as needed in locations that are included in this FY 2011 Asphalt Paving and Patching project. The contractor shall not work at the locations requiring curb work until the curb work is completed. The entire FY 2011 Asphalt Paving and Patching project shall be completed by August 27, 2010. All of the above as well as other project details are further described in the contract documents for the said work prepared by the Village of Lombard.



**PRE-QUALIFICATION OF BIDDERS**

Pre-qualification of Bidders in accordance with Section 102 of the Standard Specifications for Road and Bridge Construction in Illinois will be required of all Bidders on this proposal.

**AVAILABILITY OF CONTRACT DOCUMENTS**

Prospective Bidders **must** purchase contract documents at the office of the Director of Public Works. The nonrefundable cost for contract documents is \$20 for a CD containing the contract documents in a pdf format. Payment shall be in cash or check payable to the Village of Lombard. **Bids will not be accepted from any prospective bidder who has not purchased contract documents directly from the Village. No contract documents will be sold for bidding purposes once the pre-bid meeting starts.** After the pre-bid meeting, contract documents, excepting addenda will be issued for informational purposes only.

Notwithstanding the foregoing, plans and specifications may be examined at the following locations:

- 1) Office of the Director of Public Works, 1051 S. Hammerschmidt Avenue, Lombard, Illinois 60148;
- 2) Dodge Plan Room, 1333 Burr Ridge Parkway, Suite 100, Burr Ridge, IL 60527
- 3) Bid Tool, One Oakbrook Terrace, Suite 510, Oakbrook Terrace, IL 60181

However, examination of said plans and specifications at any of these locations shall not relieve the prospective bidders from the contract document purchase requirement set forth above.

**BID SECURITY**

All bid proposals must be accompanied by a bid bond, certified check, bank cashier's check or bank draft payable to the Village of Lombard for five percent (5%) of the amount of the bid as provided in the General Requirements. No proposals or bids will be considered unless accompanied by such bond, check or draft.

**REJECTION OF BIDS**

The Village reserves the right to defer the award of the contract for a period not to exceed sixty (60) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

**PRE-BID MEETING**

A mandatory pre-bid meeting will be held in the Conference Room of the Public Works building at 11:00 A.M. on April 20, 2010. Prospective bidders must have a representative present at the pre-bid meeting. Bids will not be accepted from any prospective bidder who has not had a representative present at the pre-bid meeting. Any prospective bidder shall have the Pre-Bid Attendance Form counter signed by a Village Representative at the end of the meeting.

Village of Lombard, Illinois

By: \_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

**PROJECT SPECIAL PROVISIONS  
FOR  
FY 2011 Asphalt Paving and Patching Program**

REV (01/10)

The following provisions supplement the “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2007 (referred to hereinafter as the “Standard Specifications”); the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2010; the latest edition of the “Illinois Manual on Uniform Traffic Control Devices For Streets and Highways” (IMUTCD); and “The Standard Specifications for Sewer and Water Construction in Illinois”, July 2009, Sixth Edition. In case of conflict with any part or parts of said specifications, these provisions shall take precedence and shall govern. Where no conflict exists, the named specifications shall apply to this Contract as if repeated in their entirety herein.

**LOCATION AND DESCRIPTION OF PROJECT**

The proposed work is officially known as “FY 2011 ASPHALT PAVING AND PATCHING PROGRAM”.

The FY 2011 Asphalt Paving and Patching Program consists of four types of work.

- 5.) 2 inch (2”) grind and overlay of 23098 square yards of asphalt streets.
- 6.) 7738 square yards of full depth asphalt paving edge repair (removal and replacement of seven feet (7’) wide strips adjacent to the curb and gutter on both sides of the street). The full depth section will consist of 2” surface course, 2 1/4” binder and 4 3/4” bituminous base over 4” aggregate base course. The middle portion of the street, 3,411 square yards, will be ground two inches (2”). A 12 ½ foot roll of area reflective crack control treatment, system A, and a two inch surface course will be placed on top. Thus, a new two (2”) surface course will be across the full width of the street.
- 7.) 222 square yards of full depth asphalt patches.
- 8.) The 1 ½ inch grinding of 23405 SY of asphalt streets.

The work also includes restriping of pavement. The work will be performed in various locations throughout the Village. The quantities may increase or decrease from the bid proposal. The contract will be awarded to the lowest responsible bidder based on quantities and unit prices in the bid proposal. The awarded contract amount will be the Village’s budgeted amount of \$1,038,829.24. Payment for work preformed will be based measured quantities multiplied by contract unit prices.

The 1 ½ inch grinding locations shall be completed by June 11, 2010. Between May 28, 2010 and June 28, 2010 a separate village contract will complete curb repair as needed in locations that are included in this FY 2011 Asphalt Paving and Patching project. The contractor shall not work at the locations requiring curb work until the curb work is completed. The entire FY 2011 Asphalt Paving and Patching project shall be completed by August 27, 2010. All of the above as well as other project details are further described in the contract documents for the said work prepared by the Village of Lombard.

## **SECTION 100. GENERAL REQUIREMENTS AND COVENANTS**

### **SECTION 101. DEFINITION OF TERMS**

REV. 11/09

**101.28 Plans.** Add the following at the end of the last sentence in the Section: “, all of which are included in this specification manual as exhibits, inserts, or details.”

Add the following articles to this section:

**101.56 Business Day.** Any day Monday thru Friday that the Village of Lombard, DuPage County, Illinois is open for business.

**101.57 Village.** The Village of Lombard, DuPage County, Illinois.

**101.58 Water and Sewer Specifications.** The “Standard Specifications for Water and Sewer Main Construction in Illinois”, Sixth Edition, adopted July 2009, available from the Associated General Contractors of Illinois or the Illinois Society of Professional Engineers.

**101.59 Notice to Proceed.** Notice to proceed is defined as one of the following events, whichever occurs first:

- a) 10 days after the Contract has been signed by both parties;
- b) 45 days after award of the Contract by the Village Board of Trustees; or
- c) The day that construction materials or equipment are delivered to the job site.

**101.60 Substantial Completion.** The completion of all items of work as specified within these documents, less punch list items. **The 1 ½ inch grinding locations shall be completed by June 11, 2010. The rest of the project shall be substantially completed by August 27, 2010. Punch list items including Final Inspection per Section 105.13 are to be completed within 14 calendar days of substantial completion.** In the event the Contractor does not substantially complete the work by the dates specified above and the punch list within the 14 calendar days allotted by Contract, liquidated damages will accrue per Section 108.09.

### **SECTION 102. ADVERTISEMENT, BIDDING, AWARD & CONTRACT EXECUTION** REV. 10/08

Add the following articles to this section:

#### **102.02 Examination of Plans, Specifications, Special Provisions, and Site of Work.**

Add the following: A mandatory pre-bid meeting will be held in the Conference Room of the Public Works Building at 11:00 A.M. on April 20, 2010. Prospective bidders must have a representative present at the pre-bid meeting. Bids will not be accepted from any prospective bidder who has not had a representative present at the pre-bid meeting. **All questions shall be submitted in writing at the meeting.**

If a written addendum is issued, all Bidders known to the Village will receive a copy. Bidders shall provide written acknowledgment of receipt of each addendum issued with the bid submission. The information shall also be placed on file and be made available to the public per the Freedom of Information Act. Oral explanations will not be made prior or subsequent to the pre-bid meeting. No addenda shall be issued less than 3 business days prior to bid opening date.

**102.03 Preparation of the Proposal.** The Bidder shall prepare its proposal on the proposal forms furnished by the Village. All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed. The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the Village's opinion that the words rather than the figures are in error.

**102.04 Rejection of Proposals.**

The following are causes for rejection of proposals but are not intended to limit rejection of proposals by the Village for any other lawful purpose not listed herein:

- (a) Prices excessively high and/or exceed monies available for the intended work;
- (b) Failure to offer to meet specified delivery or performance schedules;
- (c) Qualification of price to protect the Bidder from unknown future market conditions;
- (d) Rights of the Village limited under any contract clause;
- (e) Failure of any authorized person to sign any required forms or to sign the bid; and
- (f) Bidder is prohibited by local, state or federal law from entering into public contracts.

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies.

**102.05 Proposal Guaranty.** All bid bonds shall be in an industry standard format and in the amount of five percent (5%) of the bid amount. Any checks shall be made payable to the Village.

**102.06 Delivery of Proposals.** The Village does not issue special envelopes. All envelopes must be at least 9" x 12" and clearly marked with the project name, Bidder's name, address, bid opening location, date and time. All bids must be delivered to the office of the Director of Public Works prior to the specified opening time of the bid.

**102.07 Withdrawal of Proposals.** After the proposals are opened, no proposal shall be withdrawn or canceled for a period of sixty (60) calendar days. The successful Bidder shall not withdraw or cancel its proposal after having been notified by the Director of Public Works that said proposal has been accepted by the Village Board of Trustees.

**102.08 Consideration of Proposals.** The Village Director of Public Works shall represent and act for the Village in all matters pertaining to this proposal and Contract in conjunction therewith. The Village shall accept the proposal of the lowest responsible Bidder on the basis of the proposal that is in the best interest of the Village to accept. In awarding the Contract, in addition to price and any other considerations allowed by law, the Village shall consider the following:

- (a) The ability, capacity, and skill of the Bidder to perform the contract to provide the service required;

- (b) Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- (d) The quality of performance of previous contracts of services;
- (e) The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
- (f) The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- (i) The number and scope of conditions attached to the proposal;
- (j) Whether the Bidder has a place of business in the Village;
- (k) Responsiveness to the exact requirements of the invitation to bid;
- (l) Ability to work cooperatively with the Village and its administration; and
- (m) Past records of the Bidder's transaction with the Village or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Bidder, if requested in writing, must present within three (3) working days, evidence satisfactory to the Director of Public Works of ability and possession of necessary facilities, prior experience, financial resources, and adequate insurance to comply with the terms of these contract documents.

**102.09 Award of Contract.** Written notification of award of Contract will be mailed to the lowest responsible Bidder within seven (7) working days of the President and Board of Trustees' decision.

**102.10 Return of Proposal Guaranty.** The Village will hold the proposal guaranty checks of the three (3) lowest Bidders.

**102.11 Requirement of Contract Bond.** The successful Bidder shall furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the Contract and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of the Contract by the Village is contingent upon receipt of an acceptable Contract Bond and any required certificates of insurance by the successful Bidder. Failure to furnish the required bond within the time specified may be cause for withdrawal of the award. The successful Bidder shall furnish the required bonds and certificate of insurance within ten (10) working days after the Village sends out written notification of award of Contract.

## **SECTION 104. SCOPE OF WORK**

REV. 01/07

**104.01 Intent of the Contract.** Add the following at the end of this Section: Any work not specified on the plans or herein which may be implied as being included in this Contract, of which the Engineer shall be the judge, shall be done by the Contractor without extra charge.

VoL 03/10

**104.02 Alterations, Cancellations, Extensions and Deductions, and Extra Work.** Delete paragraph four (4) and subparagraphs b and d of paragraph six (6).

**104.07 Value Engineering Proposals.** Delete this article in its entirety.

## **SECTION 105. CONTROL OF WORK**

REV. 01/07

**105.12 Inspection of Work.** Add the following as a separate Paragraph, second Paragraph from the end: Any failure by the Village to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean an acceptance of the work.

**105.14 Periodic Inspections.** Periodic inspections of the work will be made. The Contractor shall correct work to the satisfaction of the Engineer, which may be in satisfactory condition at the time of a periodic inspection but is found to be unsatisfactory at the time of final inspection.

**105.15 Failure to Properly Notify the Village of Work Cancellations/Rescheduling.** The Contractor shall reimburse the Village (pursuant to a setoff against any amounts due to the Contractor) for costs incurred by the Village for administration, engineering, inspection or supervision as a result of the Contractor canceling or rescheduling work without giving sufficient notice to the Resident Engineer. For purposes of this section, "sufficient notice" shall mean a notice given to the Resident Engineer at or before 2:30 P.M. on the weekday (Monday through Friday) immediately prior to the day on which the work in question is being cancelled or rescheduled, was to have taken place.

## **SECTION 106. CONTROL OF MATERIALS**

REV. 02/09

**106.02 Unacceptable Materials.** Add the following as a separate, final Paragraph: The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish under the terms of the Contract. All proposed substitutions shall be submitted to the Engineer for review and approval prior to their delivery to the worksite.

## **SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

REV 11/09

**107.09 Public Convenience and Safety.** Add the following before the third Paragraph: The Contractor shall plan their operations to ensure that no resident will be denied access to their driveway for more than a single twenty-one (21) day period. During this period the Contractor shall construct curb and gutter, pavement, sidewalk and driveway approaches. Should the Engineer determine that the Contractor will exceed this time constraint, the Engineer will order that temporary roads and/or approaches be installed at the Contractor's expense.

The Contractor shall notify the Village at least forty-eight (48) hours in advance of any water shutdown. The Village will determine the limits of the shutdown and determine which residences will be affected. The Village shall supply the Contractor with yellow and/or blue shut-off notice door tags. The yellow

VoL 03/10

door tags are to be used in the event of a water main shut down. Blue door tags are to be used during the transfer of water services. The Contractor shall be responsible for distributing notice by taping the tags to the front door of the affected property a minimum of twenty-four (24) hours in advance of the shutdown. (Example: If the contractor requests a Tuesday 8:30 AM shut down, all notices must be taped to the affected properties front door no later than Monday by 8:30 AM. Monday morning shut downs notice shall be in place by noon on Friday.) Village personnel shall operate all valves other than those installed but not yet accepted by the Village. The maximum time allowed for a water shutdown will be four (4) hours.

The Contractor is prohibited (with or without the permission of the property owner) from drawing water from any private property sources. If the Contractor wishes to utilize the Village water supply system he must secure an RPZ valve per section 107.18 of the standard specifications.

**107.11 Insurance Requirements for Railroad-Highway Crossings.** Replace the first Paragraph with the following: For railroad-highway grade separation work and selected at-grade crossings and any work under the Contract within fifty (50) feet of any railroad right-of-way, as indicated in the Contract proposal, the Contractor shall obtain Railroad's Protective Liability and Property Damage Liability Insurance according to the requirements specified hereinafter.

**107.15 Dirt on Pavement or Structures.** Add the following at the end of this Section: If the pavement on or adjacent to the section under construction shall need cleaning because of the Contractor's operation and the Contractor fails to clean the pavement to the satisfaction of the Engineer at any time during the duration of the Contract, the Engineer will notify the Contractor, at which time the Contractor will have twenty-four (24) hours in which to perform the cleaning. If the Contractor fails to perform the required cleaning within this period of time, the Village shall contract the cleaning to be performed by whatever such method they feel necessary. At the time such work has been completed, the amount incurred by the Village for such work along with a \$500.00 per incident fine will be deducted from monies due, or that may become due, the Contractor.

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

<i>Maximum Gross Weight:</i>	<i>73,280 pounds</i>
<i>Maximum Gross Length:</i>	<i>60 feet</i>
<i>Maximum Gross Width:</i>	<i>8 feet 6 inches</i>
<i>Maximum Gross Height:</i>	<i>13 feet 6 inches</i>
<i>Maximum Axle Weight Limit</i>	<i>18,000 pounds</i>
<i>Maximum Axle Tandem Weight Limit</i>	<i>32,000 pounds</i>

The Contractor must be familiar with the ordinance. Copies of the ordinance are available at Department of Public Works or the Police Department. Specific questions concerning the movement of overweight or overdimension vehicles through the jurisdictional limits of the Village should be addressed to the Village of Lombard, Police Department, Traffic Unit, 235 E. Wilson Ave., Lombard, IL 60148, (630) 620-5955. **This ordinance is strictly enforced; offenders will be subject to fine, arrest and prosecution.**

**107.18 Use of Fire Hydrants.** Add the following at the end of this Section: The Contractor may request to use fire hydrants within the project area. Fire hydrant usage will only be allowed after the Contractor receives authorization from the Village. Prior to drawing water from any fire hydrant, the Contractor shall rent a water meter and RPZ valve from the Village. The meter and RPZ valve must be connected to the fire hydrant while it is in use. **The current billing rate is \$6.48 per thousand gallons (rates are subject to change after June 1, 2010). Meter rentals must be returned after 90 days.** Meter rentals may be renewed after 90 days; however, rental and usage fees at the time of renewal will be charged. Meter renewals will require a new deposit and a renewal fee. The Village will refund any balance from the water usage and daily rental fee incurred during the 90-day rental period.

Billing rates and fees are listed below.

**Water Meter Rental and Water Usage Charges**

**5/8" or 3/4" Meter**

Initial Administration Fee	\$40.00
Deposit	\$500.00
Meter Rental Fee (per day)	\$3.00
Cost of Water (per 1000 gallons)	\$6.48
Maximum Rental Time	90 days
Renewal Fee	\$10.00

**2" Meter**

Initial Administration Fee	\$40.00
Deposit	\$2,000.00
Meter Rental Fee (per day)	\$5.00
Cost of Water (per 1000 gallons)	\$6.48
Maximum Rental Time	90 days
Renewal Fee	\$10.00

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

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

**107.24 Forest Protection.** Add the following at the end of this Section: In the case of excavation, the Contractor shall attend the showing of a videotape regarding tree protection during construction. The videotape will be shown at the Public Works Building. The approximate time required to view the videotape is one (1) hour. The videotape shall be viewed before any excavation begins. The Engineer will arrange a time suitable to all parties involved to view the videotape. This work will not be paid for separately, but shall be considered incidental to the Contract. The Contractor shall also protect parkway trees from damage by their operations. Failure to do so will result in the following deductions from monies owed to the Contractor:

**DAMAGE TO PARKWAY TREES CAUSING REMOVAL (PAYMENT):** Any person that damages a parkway tree so severely that the tree dies or requires removal shall compensate the Village for the loss of the parkway tree. The amount paid shall be based on the following schedule:

1. If the damaged parkway tree is less than 8 in. in diameter (measured at 12 in. above ground level), the amount paid shall be determined by using the "Replacement Cost Method" of evaluating trees found in the most current edition of the *Council of Tree and Landscape Appraisers Guide (CTLA) for Plant Appraisal*.



2. For parkway trees larger than an 8 in. trunk diameter, (measured at 52 in. above grade) the amount paid shall be determined by using the "Trunk Formula Method" of evaluating trees found in the most current edition of the above-referenced *CTLA's Guide*.
3. Added to the costs established under the above provisions shall be the cost of the removal of the parkway tree.

**DAMAGE TO PARKWAY TREES NOT CAUSING REMOVAL (PAYMENT):** Any person that causes injury to a parkway tree shall compensate the Village for the injury to the parkway tree. Such injuries include, but are not limited to the following: damage to the tree trunk, broken branches, and the storing of construction materials within the drip-line of the tree. The amount paid shall be the actual cost to repair the damage.

The Forestry Division using the most current edition of the above-referenced *CTLA's Guide* shall determine the appraised value or the partial loss in the tree value.

The following is a SAMPLE of both methods of evaluating parkway trees:

**REPLACEMENT COST METHOD (TREES UNDER 8" DIAMETER):**

2" AUTUMN BLAZE FREEMAN MAPLE -	\$ 255.00
2" HORSECHESTNUT -	\$ 265.00
2" SWAMP WHITE OAK -	\$ 260.00
2" RED OAK -	\$ 250.00
2" HEDGE MAPLE -	\$ 250.00
2" IVORY SILK JAPANESE TREE-LILAC -	\$ 265.00

**TRUNK FORMULA METHOD (TREES OVER 8" DIAMETER):**

10" HONEY LOCUST -	\$ 1,595.00
15" LITTLE-LEAF LINDEN -	\$ 2,662.00
18" SUGAR MAPLE -	\$ 4,240.00
19" GREEN ASH -	\$ 4,708.00
30" SILVER MAPLE -	\$ 7,331.00
32" GREEN ASH -	\$12,853.00

**107.26 Indemnification.** In lieu of the first paragraph of Article 107.26 insert the following:  
The Contractor shall indemnify, defend and save harmless the Village, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

**107.27 Insurance.** In lieu of the first sentence of the third paragraph of Article 107.27 insert the following: The Contractor shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village. Said certificates shall contain a clause to the effect that, for the duration of the Contract, the insurance policy shall not be canceled, expired or changed as to the amount of coverage without written notification thirty (30) days in advance to the Village. **In addition, said certificates shall list the Village and its officers, agents and employees as additional insureds on all required insurance policies and shall provide that all insurance policies provided by the contractor shall be primary to any insurance policies maintained by the Village.**

In addition to the language set forth in Article 107.27, add the following at the end of this Section: **The Contractor shall require subcontractors, if any, not protected under the Contractor's policies, to secure and maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor. Proof of said insurance shall be furnished to the Village.**

**107.28 Contractor Safety Responsibility.** Add the following at the end of this Section: The Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry) and 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations). Equipment supplied to the Village must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

**107.30 Contractor's Responsibility for Work.** Add the following as a separate Paragraph after the existing first Paragraph: The Contractor is required to maintain all work including but not limited to; roadway, driveway, sidewalk, lighting, traffic signals, landscaping, water and sewer mains and structures until final acceptance by the Engineer. The Engineer will determine what constitutes acceptable maintenance. Any defaced work shall be corrected or replaced by the Contractor at its sole expense prior to final payment. The Village will cooperate with the Contractor to minimize vandalism, but the Contractor is ultimately responsible for any damages. After new water service lines have been installed, the Contractor shall be responsible for locating said service lines for the duration of the project. The Village will not locate service lines placed by the Contractor for the duration of the project. The Contractor, at its own expense, shall repair any damage to any service line installed under the contract which was damaged as a result of the Contractor's failure to properly locate the service lines to the satisfaction of the Engineer.

**107.35 Construction Noise Restrictions.** Delete sentence one of paragraph two and replace with the following: Confined periods shall be: 7:00 A.M. to 6:00 P.M. weekdays, 7:00 A.M. to 4:00 P.M. Saturdays and no work on Sundays or Legal Holidays (per section 107.09). Work outside these periods must have the prior, written permission of the Village Engineer. Muffling devices shall comply with the Village of Lombard, Code of Ordinances.

**107.36 Dust Control.** Delete the last sentence and replace with the following: Dust Control will be paid for as specified elsewhere herein.

**Add the following articles (107.37 to 107.41 to this section)**

**107.37 Prevailing Wages.** The Village requires all Contractors (and any subcontractors) bidding on Village projects to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., as applicable to the particular Contract. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

**Note:** The Prevailing Wage Act requires the Contractor and each Subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project.

**107.38 Taxes.** The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax and Service Occupation Tax on materials and services purchased by the Village. A copy of the Village tax-exempt letter will be provided to the successful Bidder upon request.

**107.39 Non-Discrimination.** The Contractor shall, as a party to a Contract:

1. Refrain from unlawful discrimination in employment and take all necessary actions to assure equality of employment opportunity,
2. By submission of this proposal, the Contractor certifies that it is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

It is unlawful to discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap, military service, sexual orientation or unfavorable discharge for military service. The Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S 2000 et seq. and the Human Rights Act of the State of Illinois (775 ILCS 5/1 – 101 et seq.).

**107.40 Venue.** The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**107.41 Warranty.** The Contractor warrants to the Village that materials and equipment furnished under the Contract will be of good quality and new and that the work will be free from defects in material and workmanship for one (1) year from the date of issuance of the final payment by the Village and any deficiencies shall be corrected by the Contractor under this warranty immediately upon notification from the Village.

## **SECTION 108. PROSECUTION AND PROGRESS**

REV. 10/08

**108.01 Subletting of Contract.** Add the following to the fourth paragraph: Each Subcontractor shall be approved by the Village Director of Public Works in writing prior to commencement of work. A list of proposed Subcontractors and the amount of each subcontract shall be submitted to the Village at the pre-construction conference. If all Subcontractors are not selected at the time of the pre-construction conference, the Contractor shall classify the items of work, which will be subcontracted, and the value thereof. The names of the remaining Subcontractors shall be submitted when available.

**108.08 Determination and Extension of Contract Time.** Add the following subsection:

(d) The Contractor shall not be entitled to any claim for damages for any hindrance or delay from any cause whatsoever in the progress of the work or any part thereof. However, such hindrance may entitle the Contractor to an extension of time for completing the contract, sufficient to compensate for the detention; the same to be determined by the Engineer, given that the Contractor provides notice, in writing, of the nature of the cause of such detention within ten (10) calendar days after the detention has occurred.

**108.09 Failure to Complete the Work on Time.** Add the following Paragraph at the end of this Section: In addition to the foregoing, the Contractor shall also be liable and shall pay to the Village any costs for administration, engineering, inspection and supervision that the Village incurred as a result of the Contractor canceling or rescheduling work without giving sufficient notice (no later than 2:30 PM the prior business day) to the Resident Engineer.

## **SECTION 109. MEASUREMENT AND PAYMENT**

REV. 01/07

**109.07 Partial Payments and Retainage.** Delete paragraph 1 under subsection (a) and replace with the following: The Engineer shall submit a partial payment estimate not more than once each month upon approval by the Village Board of Trustees and approval of the Contractor's affidavit and partial waiver(s) of lien. Subsequent pay estimates will not be processed until partial waivers have been received and approved for all previous pay estimates. Retainage will not be deposited under any trust agreement. Mobilization (Section 671) will not be paid.

**109.08 Acceptance and Final Payment.** Add the following to the end of this Section: Notwithstanding the foregoing, any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance bond and payment and material bonds.

## **SECTION 200. EARTHWORK, LANDSCAPING, EROSION CONTROL**

### **SECTION 202. EARTH AND ROCK EXCAVATION**

REV12/09

This work shall be performed in accordance with Section 202 of the Standard Specifications with the following alterations.

VoL 03/10

**202.03 Removal and Disposal of Surplus, Unstable, and Unsuitable Materials and Organic Waste.**

Delete sentence two and three from paragraph four. Replace with the following: Organic waste originating from the project area may be chipped or shredded. Disposal of chips and debris will be the responsibility of the CONTRACTOR. Any logs requested by a resident or property owner within the project area shall be given free of charge, and shall not be from elm, ash or diseased trees. Logs left at the resident/property owner's request must be placed on private property. All debris from the tree trimming operation shall be removed from the job site the same day it is generated. After the tree trimming operation is complete, the job site shall be free of saw dust, small twigs, chips, grindings, leaves, trunks and limbs.

The VILLAGE will not be responsible for any additional soil disposal costs if the soil disposal site chosen by the CONTRACTOR rejects loads due to photo ionization readings greater than zero. **Photoionization detector (PID) readings are not acceptable results for determining classification of the excavated material.** Should a licensed landfill reject any load, analytical chemical testing shall be performed on the excavated material by an IEPA National Environmental Laboratory Accreditation Program (NELAP) approved laboratory on representative samples obtained in accordance with standard IEPA protocol and frequencies. The analytical chemical testing shall be completed by a qualified, independent testing agency hired and paid for by the CONTRACTOR. SW-846 Analytical Laboratory Procedures (USEPA) methods will be used for analysis. If the test results are inconclusive, or when the test results indicate levels that do not exceed the Residential Tier 1 Soil and/or Class One Groundwater Remediation Objectives (SRO & GRO) presented in 35 Illinois Administrative Code 742 (IAC) the removal and disposal of the excavated material shall be classified as EARTH EXCAVATION or REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL as further defined below. The CONTRACTOR shall be responsible for transporting this material to a site that will accept the material. No additional compensation will be allowed for this testing or disposal.

When test results indicate that the materials exceed said SROs and GROs objectives, the material shall be classified as Non-Special Waste. All costs for excavation, testing and transportation and disposal shall be included in the contract unit price for NON-SPECIAL WASTE DISPOSAL.

Disposal operations shall only proceed with the authorization of the ENGINEER. The VILLAGE has the right to require that **all** sampling be performed in the presence of the ENGINEER or the VILLAGE's authorized representative.

**202.07 Method of Measurement.**

Add the following

(c) The following describe the essential elements of the EARTH EXCAVATION pay item:

EARTH EXCAVATION is defined as excavation of suitable material that shall either be transported and placed throughout the limits or disposed off site in accordance with Section 205. EARTH EXCAVATION includes proposed grade changes on private property which is defined as the quantity of excavation on private property necessary to blend differing elevations on private property to match the proposed grade at the right-of-way. EARTH EXCAVATION also includes proposed excavation for sidewalk and is defined as the quantity of excavation necessary to place sub-base and sidewalk as further described in Section 424. Undercutting of unsuitable sub-grade soils, is paid for separately under the contract pay item REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL. Any and all testing costs associated with the excavation and disposal of material shall be included in the unit prices for

**EARTH EXCAVATION, REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL, and NON-SPECIAL WASTE DISPOSAL.**

No adjustment to the awarded contract unit prices for the earthwork pay items will be allowed because of changes to quantities based on actual field conditions. At locations where existing pavement removal and excavation is indicated in the plans, or as otherwise directed by the ENGINEER, it may be necessary to remove underlying unsuitable soils. It is understood and agreed that the actual need for removal of unsuitable material will be determined in the field at the time of construction by the Engineer. Excavation for the removal of unsuitable soils is to begin at the individual soil boring locations where unsuitable soils are identified (refer to Appendix 6 for soil borings) and will progress outward from the soil boring location until suitable sub-base material is exposed. The Bidder may examine the entire geotechnical report, which is on file with the VILLAGE.

The limits of unsuitable material shown in the plans are estimated, and where unstable soils are encountered the soils removed and replaced will be measured for payment. If unstable soils are not encountered, the quantities will be deducted and no additional compensation will be due the CONTRACTOR. All unsuitable material shall be removed from the site and disposed of according to Article 202.03. The resulting excavation shall be backfilled with porous granular embankment or as specified elsewhere herein.

**SECTION 300. SUBGRADES, SUBBASES, AND BASE COURSES**

**SECTION 358. REPAIR AND PREPARATION OF BASE COURSE**

**01/07**

**358.07 Basis of Payment.** Delete the second paragraph and replace with the following:  
“Additional material required for the repair of aggregate bases, will be paid for at the contract unit price per cubic yard (cubic meter) for AGGREGATE BASE REPAIR.

**SECTION 400. SURFACE COURSES, PAVEMENTS, REHABILITATION, AND SHOULDERS**

**SECTION 440. REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES**

**REV. 07/09**

This work shall be performed in accordance with Section 440 of the Standard Specifications with the following alterations.

Special attention is drawn to the typical existing sections shown on the plans. These sections indicate the limits of payment for this item. No additional compensation for PAVEMENT REMOVAL shall be allowed without written direction from the Engineer prior to the commencement of any additional work.

**440.01 Description.** Add the following: Sidewalk and pavement removal prior to replacement shall be made to the depth of the new structure. The removal of any gravel driveway will be paid for as EARTH EXCAVATION. All removed material shall be hauled from the work site the same day as its removal.

**440.08 Basis of Payment.** Add the following: All required saw cutting shall be included in the unit prices for the various items of work. The contract unit prices for SIDEWALK REMOVAL and DRIVEWAY PAVEMENT REMOVAL shall include removing and disposing of the entire sidewalk or driveway structure including excavation to the depth of the new structure.

## **SECTION 442. PAVEMENT PATCHING**

REV. 01/07

This work shall be performed in accordance with Section 442 of the Standard Specifications with the following alterations.

**442.02 Materials.** Add the following: All bituminous materials shall be in accordance with Special Provisions "Asphalt & Bituminous Items" included in Section 1030 of these special provisions.

Replace Note 1 with the following: High early strength (3,500 PSI minimum at 3 days) mixtures as specified in article 1020 shall be used for all Class A, Class B and Class C patching.

**Construction Requirements.** Add the following: Form work (keyway) shall be completely removed prior to subsequent pour. Longitudinal and transverse joint locations shall be approved by the Engineer prior to placement of concrete.

When abutting to existing concrete (pavement section and/or curb and gutter), #5 bars shall be used.

**442.10 Method of Measurement.** Delete, "and saw cut quantity" from line 5 of the 2nd paragraph. Delete paragraph in its entirety.

**442.11 Basis of Payment.** Add the following to the 2nd paragraph: Costs for all patches shall include all saw cutting, joints, reinforcement bars, tie bars, longitudinal keyways, dowel bars, expansion joints, and shall not be paid for separately. Delete paragraphs 3, 7, 8, 9 and 10. Type I, II, III, and IV patches shall be paid for at the same rate.

## **SECTION 600. INCIDENTAL CONSTRUCTION**

### **SECTION 602. CATCH BASIN, MANHOLE, INLET, DRAINAGE STRUCTURES AND VALVE VAULT CONSTRUCTION, ADJUSTMENT AND RECONSTRUCTION**

REV. 2/10

This work shall be performed in accordance with Section 602 of the Standard Specifications with the following alterations.

**602.02 Materials.** Add the following: (m) Resilient Pipe Connectors shall conform to ASTM C-923.

Delete Note 2 and replace with: "Note 2: HDPE plastic adjusting rings may only used to adjust frames and grates of drainage and utility structures in landscaped areas. A maximum adjusting height of 12 in (305 mm) with a maximum number of three (3) rings is permitted. They shall be installed and sealed underneath the frames according to the manufacture's specification.

Delete Note 3 and replace with: “Note 3: Recycled rubber adjusting rings may be used to adjust frames and grates of drainage and utility structures. A maximum adjusting height of 12 in (305 mm) with a maximum number of three (3) rings is permitted. They shall be installed and sealed underneath the frames according to the manufacture’s specification.

Add the following Note 4: No concrete ring one (1) inch thick or less will be permitted. Any use of shims, regardless of the material, is strictly prohibited.

Add the following Note 5: In landscaped areas adjusting rings shall be mortared on the outside around joints to prevent infiltration. In non-landscaped areas mortaring on the outside of the adjusting rings shall not be required. Non-preformed mastic shall be used between frame, rings, top of cone or flat top in all incidents.

**602.05** Delete the entire section.

**602.06** Delete the entire section.

**602.07 Precast Reinforced Concrete Sections.** Delete the second sentence and replace with “The units shall be sealed using mastic joint sealer.” Add the following: All precast manhole bottoms shall have the inverts (benches) formed in them either during fabrication or after installation, utilizing Class SI concrete. Add the following: All new structures shall be mortared on the inside and outside with hydraulic cement at all structure joints between barrel, cone, and flat top sections.

**602.08 Steps.** Delete the first sentence and replace with “Steps, when required, shall be plastic coated reinforcing bar of the dimensions indicated on the VILLAGE’s standard detail.”

**602.11 Furnishing and Placing Casting.**

Add the following to subsection (a): All new manhole frames and lids shall be Neenah R-1713 or East Jordan 1050Z1. All lids will be self sealing. The word “SANITARY”, “STORM” or “WATER” cast on all lids as appropriate. Storm sewer manhole lids shall have factory installed o-ring gaskets.

Modify the following in subsection (c): In sentence 3 of paragraph 2, delete “or a HMA surface or binder course material”. Modify sentence 4 of paragraph 2 to read: “Class SI concrete shall be cured for a period of 72 hours”. Delete sentence 5 of paragraph 2 in its entirety.

Add subsection (d) as follows: When structures do not fall within pavement or are not placed per (b) or (c) above, an external chimney seal which fully encompasses the rings and castings shall be installed. When directed by the Engineer, the Contractor shall install a concrete collar behind any curb box that is found to be susceptible to inflow and infiltration.

**602.12 Inlet and Outlet Pipes.** Add the following: All manholes designated for sanitary sewers and valve vaults shall have resilient pipe connectors (rubber boots) for each pipe entering or leaving the manhole. All new structures without boots shall have inlet and outlet pipes sealed with hydraulic cement both on the inside and outside of the structure to eliminate infiltration.

**602.16 Basis of Payment.** Replace the second paragraph with the following: When adjustment or reconstruction is specified and existing frames, grates and lids are to be used, this work will be paid for at the contract unit price each for DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED or



DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED which price shall include resetting the frame with grate or lid, and excavation and backfill, except excavation in rock.

## **SECTION 700. WORK ZONE TRAFFIC CONTROL, SIGNING, AND PAVEMENT MARKING**

### **SECTION 701. WORK ZONE TRAFFIC CONTROL**

REV. 3/09

This work shall be performed in accordance with Sections 701 of the Standard Specifications, and any Highway Standards contained herein with the following clarifications.

Special attention is called to Articles 107.09 and 107.14 and the following Highway Standards:

- 701501-05 Urban Lane Closure, 2L, 2W Undivided
- 701701-06 Urban Lane Closure, Multilane Intersection
- 701801-04 Lane Closure, Multilane, 1W or 2W Crosswalk or Sidewalk Closure
- 701901-01 Traffic Control Devices

#### **701.04 General.** Add the following:

The Contractor shall maintain at least one lane of traffic for local and emergency use at all times. Entrances to driveways and side roads shall also be maintained as indicated in the special provision for AGGREGATE FOR TEMPORARY ACCESS. All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 720001.

The Contractor shall make frequent inspections of the work zone. Any traffic control items that are worn, damaged or are inoperative to the extent that they no longer meet these specifications or that have been displaced shall be repaired or removed and replaced. Traffic control items shall be properly installed and operational 24 hours a day, 7 days a week. The Contractor shall respond to requests from the Village to correct traffic control deficiencies that constitute an immediate safety hazard within 4 hours of the request and within 24 hours for all other traffic control deficiencies. If this specification is not met within 4 hours of notice, the Village will take whatever action it may deem necessary to bring the traffic control within specification. If the Village corrects the deficiency, the Village will deduct \$500 plus all costs (actual and incurred) from amounts due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of its contractual requirements or responsibilities.

If the Contractor fails to restore the required traffic control and protection within the 4 hour or the 24 hour time limit, the Engineer will also impose a daily monetary deduction for each 24 hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the Engineer's acceptance of the corrections. For this project, the daily deduction will be \_\_\_\* per day.

- \* The cost of the daily deduction will be calculated by dividing three percent (3%) of the awarded contract price by the number of calendar days anticipated for this project. The number of days anticipated for this project is 90. This procedure is to be followed regardless of whether the contract is based upon working days, contains a completion date, or has an incentive/disincentive clause.

**701.16 Lights.** Add the following:

All traffic control devices that require illumination shall be completely operational at all times. Non-working illuminating fixtures shall be considered deficient and shall be repaired and/or replaced as indicated herein.

**701.19 Method of Measurement.** Delete entire section and replace with: Traffic Control and Protection will be measured on a lump sum basis.

**701.20 Basis of Payment.** Delete paragraph one of section (a), and sections (b), (c) (d), (e), (f), and (g) and add the following: No compensation for any delays that may be incurred by Contractor in complying with this special provision shall be made. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, less amounts deducted for non-compliance with this special provision.

**SECTION 780. PAVEMENT STRIPING**

REV. 01/08

This work shall be performed in accordance with Section 780 of the Standard Specifications with the following alterations.

**780.07 Preformed Plastic.** Delete this entire section and replace with the following: All pavement markings shall be Stamark High Performance Tape as manufactured by the 3M Company. Series A380-IES shall be used for letters, symbols, crosswalks and stop bars. Series A380WR-ES shall be used for white long lines, Series A381WR-ES shall be used for yellow long lines, and Illinois Type B (Series A380WR-ES) shall be used with wet reflective properties.

The publication "Pavement Surface Preparation and Application Techniques for 3M Stamark Tapes – Information Folder 5.7, Information Folder 38IES, and Information Folder A380WR-ES" shall be adhered to. The contractor may request a copy of the publication directly from 3M Company by using the fax-on-demand service. Call 1-800-553-1380 and request the document number. Only contractors and their technicians and installers that have completed the 3M professional pavement marking training certification will be permitted to install 3M Stamark preformed plastic pavement marking tape. The list of current trained installers is available by contacting Kari Jerich Brunn at 1-800-949-2196.

**Inlaid preformed plastic pavement markings:**

The paving of asphalt surface course will not be allowed to proceed until the contractor notifies the VILLAGE in writing that the required pavement marking material is in hand and that the installer has completed the pavement marking application training conducted by 3M Company.

The installer shall have the required pavement marking equipment on site. This equipment shall be maintained and in working order.

Pavement markings shall be inlaid (embedded in the pavement surface) in newly paved asphalt surfaces by a finishing roller during the paving operation while the asphalt is at 135 +/- 10 degrees Fahrenheit for stop bars and crosswalks and minimum 150 degrees Fahrenheit for lane lines. Embedment of the pavement

marking shall be accomplished with at least a 5-ton finishing roller with no turning allowed over the markings and minimal water spray and no vibration shall be used on tape. An approved 3M-tamper cart with 50 pounds of weight shall be used to go over stop bars and crosswalk markings prior to the compaction roller going over them.

Series A380-IES shall be used for letters, symbols, crosswalks and stop bars. Series A380WR-ES shall be used for white long lines, Series A381WR-ES shall be used for yellow long lines, and Illinois Type B (Series A380WR-ES) shall be used with wet reflective properties.

If the installer can not inlay the pavement marking tape at the required temperatures, then the installers shall temporarily mark the road and the pavement marking tape shall be installed in a 100 +/- 10 mil groove. Installers shall follow tape manufacturer's recommendations on grooving tape.

No grinding or grooving of asphalt is permitted for a minimum of 10 days after laying down final mat. The asphalt shall be tested at the time of grooving to make sure the cutting has integrity. When the groove is touched, the ridges shall not fall apart. Refer to 3M Information Folder 5.18 for detailed application guidelines.

**Overlaid preformed plastic pavement markings:**

All new concrete and existing concrete or asphalt surfaces shall be ground, clean blown, and swept before application of A380WR-ES or A381WR-ES, or 380IES preformed pavement marking tape.

Series A380-IES shall be used for letters, symbols, crosswalks and stop bars. Series A380WR-ES shall be used for white long lines, Series A381WR-ES shall be used for yellow long lines, and Illinois Type B (Series A380WR-ES) shall be used with wet reflective properties.

3M Company Surface Preparation Adhesive P-50 shall be applied on asphalt if applying A380WR-ES (white) or A381WR-ES (yellow), or 380IES preformed plastic pavement marking material before May 15 or after September 15. Between these dates no P-50 contact cement is necessary.

The pavement shall be dry for a minimum of 24 hours prior to tape installation. All existing markings shall be removed by grinding only before applying A380WR-ES or A381WR-ES, or 380IES.

For overlay application on new concrete surfaces, the concrete curing compound shall be removed if open to traffic for less than 90 days.

**Pavement Grooving Operation**

**1. Equipment**

The grooving equipment shall be equipped with a free-floating cutting or grinding head to provide a consistent groove depth over irregular pavement surfaces. The grinding or cutting head shall be equipped with diamond-tipped saw blades, steel star cutters and/or wide carbide-tipped star cutters. A grinder head configuration shall be used on bituminous asphalt surfaces to achieve a rough surface texture in the bottom of the groove. Diamond saw blades shall be used on the cutting head when a smooth surface in the bottom of the groove is specified by the Engineer or specifications.

## **2. Wet Saw Blade Grooving.**

When water is required or used to cool the saw blades, such as during a continuous edge line grooving operation, the groove shall be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface shall be allowed to dry for 24 hours prior to the application of the pavement markings following a wet saw blade operation.

## **3. Dry Saw Blade Grooving:**

If the grooving is done with dry saw blades, the groove shall be blown with high-pressure air to remove debris and dust generated during the cutting operation.

## **Pavement Grooving Application**

Grooves shall be cut into the pavement prior to the application of the pavement marking. The grooves shall be cut such that the width is 1 inch (2.5 cm) wider than that of the line to be placed. Grooves for letters and symbols shall be cut in a shape so that the entire marking will fit. Widths, lengths, and shapes of the grooved surface shall be of sufficient size to include the full area of the specified pavement marking to be placed. The depth of the grooves shall be in accordance with the manufacturer's recommendation for the approved A380WR-ES or A381WR-ES pavement marking system to be applied. The groove depth and the specified application procedure for the markings shall assure that the surfaces of the applied markings are at least flush or slightly below the adjacent driving surface, as recommended by the 3M Company. Measurement for uniform groove depths should be performed according to the 3M Company recommendations. The groove depth should be checked frequently as a new alignment is cut in order to make adjustments early in the process. On a new groove cutting application, check groove depths at 10 foot intervals for the first 50 feet. The average of these five depths should equal the appropriate depth recommended by the 3M Company. If the average does not equal the value in the 3M Company Table, adjustments to the cutting equipment should be done and the next 50 feet should be checked using a similar method. This process should continue until the average calculated groove depth equals the 3M Company recommended depth. The position of the edge of the grooves shall be a minimum of 2 in. (5 cm) from the edge of concrete joints or asphalt paving seams along edge or centerlines. Contractor shall use a special tamper cart cut roller for tamping in the groove, which is available through the Century Tool Company at 763-428-2168.

On new bituminous concrete surfaces, the Engineer shall determine if the new asphalt has achieved the necessary strength and hardness to support grooving prior to the start of a grooving operation. In general, new asphalt should not be grooved within ten days of the placement of the final course of pavement. Some asphalt mixes may require thirty or more days to achieve adequate hardness to support a grooving operation. On existing bituminous concrete surfaces some existing asphalt pavements may not be strong enough to support a grooving operation. For all existing asphalt pavements, the Engineer shall determine if the existing asphalt has the necessary strength and hardness to support grooving prior to the start of a grooving operation.

## **Cleaning**

When water has been used to cool the saw blades during the grooving operation, the Contractor shall allow 24 hours for the pavement to dry prior to the application of the markings. Immediately prior to the application of the pavement markings the groove shall be cleaned with high-pressure air blast. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze or any other material that would reduce the adhesion of the markings with minimum or no damage to the

pavement surface. New PCC pavements shall be air-blast cleaned to remove all laitance. The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

**780.12 Basis of Payment.** Add the following sentence: “All pavement cleaning and primer will not be measured but shall be considered incidental to the cost of the various types of PREFORMED PLASTIC PAVEMENT MARKING.

For concrete pavement, grooving of the pavement will be measured for payment in place, in linear feet of ground pavement.

**VILLAGE OF LOMBARD  
CONTRACT DOCUMENT NUMBER ST-11-02  
BID PROPOSAL**

I/We hereby agree to furnish to the Village of Lombard all necessary materials, equipment, and labor, to complete the FY 2011 Asphalt Paving and Patching Program. The 1 ½ inch grinding locations shall be completed by June 11, 2010. The rest of the project shall be completed between June 28, 2010 and August 27, 2010. The work shall be completed in accordance with the provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

NO.	ITEM	QUAN.	UNIT	UNIT PRICE		TOTAL PRICE
20201200	REM & DISP OF UNSUITABLE MATERIAL	2,037	CY			
35700115	BIT BASE CSE 4 3/4"	7,738	SY			
35800200	AGGREGATE BASE REPAIR CA-6	1,040	CY			
44000155	BITUMINOUS SURFACE REMOVAL 1 1/2"	26,077	SY			
44000157	BITUMINOUS SURFACE REMOVAL 2"	23,098	SY			
44000165	BITUMINOUS SURFACE REMOVAL 4"	7,738	SY			
40600100	BITUMIUS MATERIALS (PRIME COAT)	17,456	Gallon			
40603080	HMA BC IL-19 N50 2 1/4"	4,657	SY			
40603310	HMA SC 'C' N50 1 1/2"	7,154	SY			
40603080	HMA BC IL-19 N50 2 3/4"	3,081	SY			
40603310	HMA SC 'C' N50 2"	27,758	SY			
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT , SYSTEM A	24,042	SY			
	CL D PATCH 10"	21	SY			
	CL D PATCH 12"	11	SY			
	CL D PATCH 15"	190	SY			
70101700	TRAFFIC CONTROL & PROTECT	1	LS			
78003110	PREF PL PM TB LINE 4 YELLOW	142	LF			
78003160	PREF PL PM TB LINE 12 WHITE	115	LF			
78003180	PREF PL PM TB LINE 18 WHITE	221	LF			
				<b>TOTAL</b>		

TOTAL BID PRICE IN WORDS: \_\_\_\_\_

**VILLAGE OF LOMBARD  
CONTRACT DOCUMENT NUMBER ST-11-02  
BID PROPOSAL (CONTINUED)**

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2010

The undersigned is aware that Federal Labor Standards and Prevailing Wage Rates apply to all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or any lower tier subcontracts required by this contract.

If an individual or partnership, the individual or all partners must complete and sign.

By ..... : \_\_\_\_\_

Print Name ..... : \_\_\_\_\_

Position/Title..... : \_\_\_\_\_

By ..... : \_\_\_\_\_

Print Name ..... : \_\_\_\_\_

Position/Title..... : \_\_\_\_\_

Company Name... : \_\_\_\_\_

Address line 1..... : \_\_\_\_\_

Address line 2..... : \_\_\_\_\_

Telephone..... : \_\_\_\_\_

**If a corporation, an officer duly authorized should sign and affix the corporate seal**

*PLACE CORPORATE SEAL HERE*

By ..... : \_\_\_\_\_

Print Name ..... : \_\_\_\_\_

Position/Title..... : \_\_\_\_\_

Company Name..... : \_\_\_\_\_

Address line 1..... : \_\_\_\_\_

Telephone..... : \_\_\_\_\_

The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

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

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

(hereinafter the "Bidder") who has submitted a bid on a contract for FY 2011 Asphalt Paving and Patching Program to the Village of Lombard, certifies that:

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

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

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

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

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

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

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2010.

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

The Village of Lombard reserves the right to reject any or all bids, and to waive technicalities in bidding.



## VILLAGE OF LOMBARD PERFORMANCE REFERENCE FORM

Each Bidder shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references. **Note: All references shall be from government agencies.**

Company Name:..... : \_\_\_\_\_

Address..... : \_\_\_\_\_

City & State..... : \_\_\_\_\_

Telephone Number..... : \_\_\_\_\_

Person To Contact..... : \_\_\_\_\_

Title/Position..... : \_\_\_\_\_

Company Name:..... : \_\_\_\_\_

Address..... : \_\_\_\_\_

City & State..... : \_\_\_\_\_

Telephone Number..... : \_\_\_\_\_

Person To Contact..... : \_\_\_\_\_

Title/Position..... : \_\_\_\_\_

Company Name:..... : \_\_\_\_\_

Address..... : \_\_\_\_\_

City & State..... : \_\_\_\_\_

Telephone Number..... : \_\_\_\_\_

Person To Contact..... : \_\_\_\_\_

Title/Position..... : \_\_\_\_\_

## VILLAGE OF LOMBARD PRE BID MEETING ATTENDANCE FORM

The undersigned is an authorized representative of \_\_\_\_\_,  
(Name of Company)and was in attendance at the pre-bid meeting for the FY 2011 Asphalt Paving and Patching Program that was held in the Conference Room of the Public Works Building at 11:00 A.M. on April 20, 2010.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Acknowledgment of attendance:

Signed: \_\_\_\_\_

\_\_\_\_\_  
Village of Lombard  
Department of Public Works

**APPENDIX 1  
VILLAGE OF LOMBARD  
CONTRACT  
(Sample Form)**

**CONTRACT DOCUMENT NUMBER ST-11-02**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and \_\_\_\_\_ (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

(The description, quantities and total proposal price are stated here)

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number ST-11-02 for FY Asphalt Paving and Patching Program, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number ST-11-02 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: \_\_\_\_\_
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.

3. The 1 ½ inch grinding locations shall be completed by June 11, 2010. Between May 28, 2010 and June 28, 2010 a separate village contract will complete curb repair as needed in locations that are included in this FY 2011 Asphalt Paving and Patching project. The contractor shall not work at the locations requiring curb work until the curb work is completed. The entire FY 2011 Asphalt Paving and Patching project shall be completed by August 27, 2010. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_ 2010.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

---

Print Company Name

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
By Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
William J. Mueller, Village President

Attest: \_\_\_\_\_  
Brigitte O'Brien, Village Clerk

**VILLAGE OF LOMBARD  
CONTRACT BOND  
(Sample Form)**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Illinois as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated May 6, 2010, for the construction of the work designated:

**FY 2011 Asphalt Paving and Patching Program**

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

**APPENDIX 2**  
**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**  
**(Sample Form)**

\_\_\_\_\_, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

FY 2011 Asphalt Paving and Patching Program to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that \_\_\_\_\_  
(Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

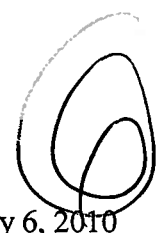
By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2010.

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

**VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION**

For Inclusion on Board Agenda  
Bids and Proposals



TO: President and Village Board of Trustees  
 FROM: David A. Hulseberg, Village Manager  
 DATE: April 27, 2010 (COW) (B of T) **Date:** May 6, 2010  
 TITLE: Bid Opening For: FY 2011 Asphalt Paving and Patching  
 Project Number ST-11-02  
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

**RESULTS:**

Date Bids Were Published 4/7/10 Bidding Closed 4/26/10  
 Total Number of Bids Received 5  
 Total Number of Bidders Meeting Specifications 5  
 Bid Security Required     X     Yes            No  
 Performance Bond Required     X     Yes            No  
 Were Any Bids Withdrawn            Yes     X     No  
 Explanation:  
 Waiver of Bids Requested?            Yes     X     No  
 If yes, explain:  
 Award Recommended to Lowest Responsible Bidder?     X     Yes            No  
 If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$865,456.99 / \$1,038,829.24  
 Amount of Award \$1,038,829.24

Fund: Capital Project Fund HTE: 5509, 5514, 5545, 5515

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously     X     Yes        No  
 If yes, was quality of work acceptable     X     Yes        No  
 Was item bid in accordance with Public Act 85-1295?     X     Yes        No  
 Waiver of bids - Public Act 85-1295 does not apply        Yes

**REVIEW** (as needed):

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
 Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
 Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**



# FY 2011 Asphalt Paving and Patching Pre-Con Meeting

5/18/2010  
2:00 P.M.

	Company	Address	Representative	e-mail	Phone/FAX
1.	Village of Lombard	1051 S. Hammerschmidt Av, Lombard	John Martens		(630) 620-5740 (630) 620-5982
3.	Village of Lombard	1051 S. Hammerschmidt Av, Lombard	Kent Hilgers		(630) 620-5740 (630) 620-5982
3.	Village of Lombard	1051 S. Hammerschmidt Av, Lombard	Dave Dratnol		(630) 620-5740 (630) 620-5982
4.	Village of Lombard	1051 S. Hammerschmidt Av, Lombard	Keith Surges		(630) 620-5740 (630) 620-5982
5.	Village of Lombard	1051 S. Hammerschmidt Av, Lombard	Steve Kremske		(630) 620-5740 (630) 620-5982
6.	ChicagoLand Paving		Chris Keller	chriskeeper@gmail.com	(847) 417-1135 cell
7.					
8.					
9.					
10.					