

RESOLUTION
R 63-16

A RESOLUTION AUTHORIZING A CHANGE ORDER
INVOLVING AN INCREASE/DECREASE IN THE DOLLAR AMOUNT OF
THE CONTRACT OF \$10,000 OR MORE AND/OR EXTENDING/ SHORTENING THE
TIME IN WHICH THE CONTRACT IS TO BE COMPLETED BY THIRTY (30) DAYS
OR MORE

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Section 5/33E-9, units of local government are required to make specific findings prior to authorizing any change order relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, or would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed Change Order No.1 to the contract between the Village of Lombard and the Fer-Pal Construction USA, LLC regarding the Roosevelt Road Water Main Lining, as attached hereto as Exhibit "A" and made part hereof, (the "Change Order") to the Corporate Authorities of the Village of Lombard; and

WHEREAS, said Change Order attached hereto as Exhibit "A" would increase the dollar amount of the contract by \$15,108.10.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That after reviewing the explanation of staff as to the necessity of and reasons for the Change Order attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said Change Order were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the Change Order was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interests of the Village of Lombard to approve the Change Order in its proposed form.
- D. That to the extent that it may have been necessary to go to bid relative to the work contemplated by said Change Order; bidding is hereby specifically waived as to the Change Order work.

SECTION 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the Change Order attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said Change Order on behalf of the Village.

Resolution No. R 63-16
Change Order – Fer-Pal
Page 2

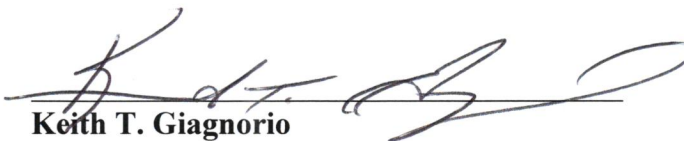
Adopted this 15th day of September, 2016.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

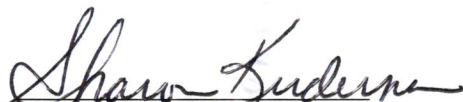
Nays: None

Absent: None

Approved this 15th day of September, 2016.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

VILLAGE OF LOMBARD CHANGE ORDER

PROJECT NAME: Roosevelt Road Watermain Lining (West Contract) PROJECT NO.: WA-12-01/03
 LOCATION: West Roosevelt Road CHANGE ORDER: 01
 CONTRACTOR: Sheridan Plumbing & Sewer, Inc. DATE: 9/6/2016

DESCRIPTION OF CHANGE ORDER: (1) Install a 6'-diameter vault in lieu of the proposed 5'-diameter vault for the proposed 16" insertion valve at northwest corner of Roosevelt Road and Highland Avenue. (2) Connect existing 2" service, for Heritage Cadillac, to existing 10" watermain on the south side of Roosevelt Road. (3) Set-up an additional lane closure for northbound Finley Road to remove a 10"x8" reducer.

ORIGINAL CONTRACT AMOUNT:	[1] <u>4,071,931.33</u>
TOTAL OF PREVIOUS AUTHORIZED CHANGE ORDERS:	[2] <u>\$0.00</u>
CURRENT CONTRACT AMOUNT: {[1]+[2]}	[3] <u>\$4,071,931.33</u>
PROPOSED CHANGE ORDER: (PENDING APPROVAL)	[4] <u>\$15,108.10</u>
PROPOSED REVISED CONTRACT AMOUNT: (PENDING APPROVAL) ([3]+[4])	[5] <u>\$4,087,039.43</u>

NET OF ALL CHANGE ORDERS: (PENDING APPROVAL) ([2]+[4]) \$15,108.10
 TIME EXTENSION OR REDUCTION: _____
 TOTAL CONTRACT TIME: 180 Days
 BUDGET ESTIMATE: _____
 ENGINEER'S ESTIMATE: _____

RECOMMENDED FOR ACCEPTANCE:

<u>[Signature]</u> Resident Engineer	<u>9/06/2016</u> Date	Approved By: <u>[Signature]</u> Director of Finance	<u>9/16/16</u> Date
<u>[Signature]</u> Contractor	<u>9/07/2016</u> Date	Approved By: <u>[Signature]</u> Village Manager	<u>9/19/16</u> Date
<u>[Signature]</u> Village Engineer	<u>9/17/2016</u> Date	Approved By: <u>[Signature]</u> Village President	<u>[Date]</u> Date
<u>[Signature]</u> Director of Public Works	<u>[Date]</u> Date	Attest: <u>[Signature]</u> Village Clerk	<u>[Date]</u> Date
<u>[Signature]</u> Assistant Director of Finance	<u>9/14/16</u> 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.

DATE: 9/6/2016

No.	Item	Current Quantity	Unit	Unit Price	Revised Quantity	Difference	Amount	Description
43	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	21.0	EA	\$2,500.00	20.0	(1.0)	(\$2,500.00)	Reduced by a quantity of one due to the installation of a 6'-diameter vault (AUP #01) instead.
AUP #01	6'-DIAMETER SPLIT-BOTTOM VALVE VAULT, TYPE I FRAME, CLOSED LID	0.0	EA	\$11,336.44	1.0	1.0	\$11,336.44	This 6'-diameter vault will allow the Village's Public Works staff proper access to the 16" insertion valve for routine maintenance. Due to the size of the insertion valve, the proposed 5'-diameter vault would not allow safe access to the insertion valve.
AUP #02	CONNECTION OF EXISTING 2" SERVICE, FOR HERITAGE CADILLAC CAR WASH, TO EXISTING 10" WATERMAIN ON SOUTH SIDE OF ROOSEVELT ROAD	0.0	LS	\$5,619.40	1.0	1.0	\$5,619.40	The existing 2" water service for the Heritage Cadillac Car Wash connects to the existing 8" watermain on the north side of Roosevelt Road (this contradicts the watermain atlas information). This work will connect the 2" service to the existing 10" watermain on the south side of Roosevelt Road.
AUP #03	LANE CLOSURE CONFIGURATION FOR FINLEY ROAD DETOUR.	0.0	LS	\$652.26	1.0	1.0	\$652.26	Due to an existing 10" x 8" reducer which was unknown from the watermain atlas, an additional lane closure was required to close the left turn lane of northbound Finley Road to remove the pavement and remove the reducer. Fer-Pal is unable to line through existing reducers.
TOTAL AMOUNT=							\$15,108.10	



Fer-Pal Construction USA LLC -Illinois
 1350 Gasket Drive
 IL 60120

Invoice

Date
 9/6/2016

Invoice #
 56

Bill To
 Village of Lombard

P.O. No.	Terms	Project
	Net 30	

Quantity

Description

Rate

Amount

Install 72" split Bottom Valve Vault for 16" Insertion Valve
 Mark Up 5% ✓

$\$10,796.61 \times 0.05$

10,796.61 ✓
 539.83 ✓

10,796.61 ✓
 539.83 ✓

Total

\$11,336.44 ✓

CHK BY: MFC 9/06/2016

\$ 10,796.61



6754 W. 74th Street
 Bedford Park, IL 60638
 (708)475-7100 (708)475-7138 fax
 IL Plumbing License No. 055-027841

August 15, 2016

Thomas Engineering Group
 55 W. 22nd Street
 Lombard, IL 60148

Attn: Matt Champine, P.E.

PROJECT: Installation of a 72" "split-bottom" vault for the 16" insertion valve ✓
 → This is in lieu of a 60" split-bottom vault (proposed per plan).

Sheridan Plumbing & Sewer, Inc. (herein referred to as Subcontractor or Sheridan) appreciates the opportunity to submit the following proposal to provide contracting services to the Village of Lombard (herein referred to as the Owner)

SCOPE OF WORK AND APPROXIMATE PROJECT COST: Sheridan will provide labor, equipment and material to perform the following work:

Install 72" "split-bottom" valve vault for 16" Insertion valve ✓

PERSONNEL							
	ST	RATE	OT	RATE	DT	RATE	TOTAL
✓ Laborer (4 EACH)	✓ 24.0	✓ \$79.32	0.0	\$100.78		\$125.27	✓ \$1,903.68
✓ Laborer Foreman	✓ 6.0	✓ \$80.61	0.0	\$102.61		\$127.71	✓ \$483.66
Superintendent	0.0	\$84.99	0.0	\$108.83		\$136.01	\$0.00
Plumber	0.0	\$86.94	0.0	\$112.75		\$140.66	\$0.00
Plumber (foreman)	0.0	\$89.34	0.0	\$116.22		\$145.29	\$0.00
Operator (foreman)		\$101.50	0.0	\$128.40		\$159.05	\$0.00
✓ Operator	✓ 6.0	✓ \$97.63	0.0	\$122.92		\$151.74	✓ \$585.78
	✓ 30.00						
TOTAL =						\$2,973.12	✓

EQUIPMENT	8 h						
	# days	# days	# days	rate per day	Rate with Discount	Total	Total
Service Truck & Power Tools (6 HRS)	0.75	@1.25		\$174 ✓	\$ 174	\$174	\$174 ✓
Kubota KX0803R3 Excavator (6 HRS)	0.75			\$282 ✓	\$ 282	\$282	\$282 ✓
Sewer Cleaner 170 gpm & Vacuum truck (3 HRS)	0.38		3 HR 8 HR	\$795 ✓	\$ 795	\$461	\$461 ✓
Trench box 8'x12' Steel w/4" wall & spreaders	10.00			\$100 ✓	\$ 100	\$1,000	\$1,000 ✓
						TOTAL = \$1,917.00 ✓	

SUBCONTRACTS + 15% Cost

Trucking (95.00 x 7.5hr) ✓ \$712.50 ✓
 Dump Fees (2 loads x 127.00) ✓ \$254.00 ✓

TOTAL = \$966.50 ✓

<u>Materials</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total</u>
72" Sump Bottom (215.00 per VF) x 2 VF ✓	1.0	\$430.00	\$430.00 ✓
72" Dog House (215.00 per VF) x 3 VF ✓	1.0	\$645.00	\$645.00 ✓
72" (48") Vertical feet (215.00 per VF) x 4 VF ✓	1.0	\$860.00	\$860.00 ✓
72" (24") Cone (215.00 per VF) x 2 VF ✓	1.0	\$430.00	\$430.00 ✓
Ty. 1 F & CL ✓	1.0	\$220.00	\$220.00 ✓
Adjusting Rings ✓	1.0	\$75.00	\$75.00 ✓
Brick/Mortor ✓	1.0	\$75.00	\$75.00 ✓
Ez Wrap ✓	1.0	\$265.00	\$265.00 ✓
Bedding ✓	20.3	\$19.25	\$390.78 ✓
			TOTAL = \$3,390.78 ✓

Total Labor: ~~\$2,973.12 x 15% = \$3,419.09~~ $(\$2,973.12 \times 0.35) + \$2,973.12 = \$4,013.71$

Total Equipment: ~~\$1,917.00 x 15% = \$2,204.55~~ $(\$1,917.00) \text{ NO MARK-UP} = \$1,917.00$

Total Sub Contract: ~~\$966.50 x 10% = \$1,063.15~~ $(\$966.50) \text{ NO MARK-UP} = \966.50

Total Materials: ~~\$3,390.78 x 10% = \$3,729.86~~ $(\$3,390.78 \times 0.15) + \$3,390.78 = \$3,879.40$

TOTAL = \$10,796.61

MFC
9/06/2016

Exclusions:

INCLUDED
IN CONTRACT

- All hardscape restoration to be paid for seperatly;
- All landscape restoration to be paid for seperatly;
- CCDD testing & forms are included in this proposal.
- Price excludes dewatering due to un-stable ground conditions.
- Price excludes dewatering due to un-successful shut downs
- Price excludes any un-for-seen property improvements such as sprinkler systems, invisible fences, street lighting, etc.

± 10,796.61

PROJECT COST: The Scope of Work will be completed for a line item proposal of ~~\$10,416.65~~. These costs include weekday work, environmental monitoring, personal protective equipment up to Chemical Protection Level D², standard insurance and any other items stated in the Scope of Work.

Note: Sales tax is excluded from this proposal.

THE OWNER SHALL PROVIDE:

- All permits other than those shown in our scope required in order to complete our Scope of Work, in a legal and legitimate manner at no cost to the Subcontractor.
- Complete access to site;
- Temporary bypass (if needed)
- Pre-Construciton surface video (if needed)
- It is not expected that flaggers will be needed to perform the work however, in the event that the owner requests flaggers, the owner will be responsible for re-imburrsmnt.
- Traffic Control Devises above and beyond what is currently provided,
- Staging area for equipment and material storage;
- Layout and As-build drawings (if necessary)

EXTRAS to be negotiated if they arise, but not limited to

- Bonds, permits, tap fees, etc..
- Restoration of Pavement Markings.
- Compaction testing.
- Fence Restoration.
- Supporting light poles or other utilities.
- Excavating through unknown obstructions and/ or flowable fills;
- Existing foundation and/ or concrete slab removal;
- Special or Hazardous Waste, contaminated soilds, handling, disposal, etc.;
- Landscape restoration unless noted;
- Locating of existing utilities beyond the typical JULIE locate system;
- Performance & Payment bond, IDOT bond and any other bond requirements;
- Any additional insurance limits beyond what is stated in this proposal;
- Emergency Mobilization, Overtime, Weekend or Holiday Work, if required by others;
- Wait Time¹, if applicable.

¹ Wait time is defined as time our crews are waiting to work due to circumstances caused by the owner, general contractor, facilities manager, engineer, governmental agency, another contractor not employed by us or others not in our control. It includes, but is not limited to: acquisition of permits; waiting to acquire water; waiting for owner's representative to check or sign off on safety items; waiting for owner's representative to sign off on permits; waiting for owner's safety equipment to be moved or used on this project; waiting for Fire Water Notifications; waiting for control of flow by others; waiting for removal/replacement of fittings; and waiting for testing outside the scope of our work; dump site selection or dumping of debris. Wait Time charges are \$1,200 per crew hour.

MFC
9/06/2016

TERMS AND CONDITIONS:

ENVIRONMENTAL EXPOSURE CLAUSE: This proposal is based on the requirement of the above stated levels of safety protection per Owner's and/or General Contractor's representation of potential chemical exposures. Our operations may require short-duration man entry to place and position tools and equipment in the pipeline(s) being serviced. Accordingly and upon request, Sheridan Plumbing & Sewer, Inc. ("SHERIDAN") may require the Owner to provide a list of all wastes, chemicals, or solutions (including but not limited to the effluent stream and surrounding work areas) and a copy of the Work Area Toxic Substance Inventory and Material Safety Data Sheet (MSDS) to all SHERIDAN employees and representatives that will have potential exposure to while and working in the Owner's project site. In addition, the Owner, Facilities Manager, General Contractor or Engineer should provide applicable safety services, not limited to bulk sampling of any hazardous or suspected hazardous gases, fluids, or solids; waste characterization analysis, broad spectrum analysis or finger print analysis of any bulk samples; site evaluation studies, industrial hygiene reports environmental studies, medical surveillance studies, air monitoring reports, or hazardous waste studies required to insure adequate protection of SHERIDAN's employees and representatives, at no cost to SHERIDAN.

WASTE MATERIALS: The entity or entities for which the Work is being performed ("Client") acknowledges that SHERIDAN has not had any role in generating, treating, storing or disposing of hazardous or toxic substances, pollutants and contaminants or other waste materials (all items hereunder referred to as "Waste Material"), which may be present at the project site. Any Waste Materials connected with the services outlined above shall at no time become the property of SHERIDAN. Nothing herein shall require SHERIDAN to assume the status of generator, or a storage, treatment or disposal facility for those terms as defined by the Resource Conservation and Recovery Act (RCRA), or any state statute or regulation governing the generation, treatment, storage or disposal of hazardous or solid waste. SHERIDAN shall not be responsible for disposal or remediation of any Waste Materials, as the same may be defined under any applicable federal or state environmental laws or regulations, which are encountered or discovered in the performance of SHERIDAN's work or that of SHERIDAN's subcontractors hereunder, except for the materials provided by SHERIDAN or its subcontractors. It is expressly understood and agreed that any Waste Materials, which are generated by performing Work on the Client's project site are entirely the responsibility of the Client and that such waste constitutes and remains the property of the Client.

LIMITATION AND ALLOCATION OF LIABILITY: In no event shall either party be liable to the other party hereunder for any indirect, special, incidental, consequential, exemplary or similar damages arising out of the acceptance of this Proposal and/or Contract, or as a result of any utility locate, preparation or approval of maps, drawings, opinions, reports, surveys, services, labor, equipment or materials furnished by Sheridan Plumbing & Sewer, Inc. ("SHERIDAN"), including extra, additional, change order and subcontracted work (the "Work"). The foregoing provision shall not be limited to, loss of profits or business interruption, however the same may have been caused. Without limiting the generality of the foregoing, the entity or entities for which the Work is being performed ("Client") and its affiliates, officers, directors, employees, agents, and consultants, shall indemnify and hold SHERIDAN and its affiliates, officers, directors, employees, agents, subcontractors and consultants, harmless and any and all other indemnities from any and all claims, injury, disease to or death of any person, losses, suits, damages, costs, and expenses of whatever nature, including reasonable attorney's fees, arising out of the Work, as long as such damages are not due to any gross negligence or willful misconduct of SHERIDAN, its representatives, agents, and subcontractors.

PAYMENT TERMS: Payment is due in full, without exception or retention, within 45 days of date of invoice. An interest rate of 1 1/4% per month will be added to invoices outstanding beyond 45 days. All subsequent payments will be applied to outstanding interest charges first. If this account must be referred to a third party collection agency or an attorney for collection, the person or entity executing this proposal/contract agrees that all costs of collection, court costs and attorney fees will be borne by the person or entity executing this proposal/contract.

These Terms and Conditions supercede all clauses contained in any purchase order or contract, written or implied. This proposal supersedes and nullifies all previous estimates and proposals of the same number, and is good for 30 days. This accepted proposal constitutes a formal agreement and contract. We will not be able to acknowledge a purchase order or other contract document without this accepted proposal as an attachment. Any transmission of documents pertaining to this project through the use of a facsimile machine (hereinafter known as FAX) or email is permissible.

SUMMARY: We look forward to working with you and feel free to call me with any questions.

Sincerely,
SHERIDAN PLUMBING & SEWER, INC.

Anthony Johansen/ Project Manager

.....

Accepted and approved: _____

Authorized Signature and Date: _____

MFC
9/06/2016

64 STA. 808+54, 45' LT
 FH WITH AUX VALVE AND VALVE BOX
 CONNECT TO EXISTING WATERMAIN (NON-PRESSURE)
 50 SQ FT SIDEWALK REMOVAL
 50 SQ FT PCC SIDEWALK 5" SPECIAL
 6 SY TOPSOIL, FURNISH AND PLACE 4"

65 STA. 810+49, 49' LT
 VALVE VAULT, 5'-DIA., T-1 FR., C.L.
 WATER VALVE 4"
 CAP 4" MAIN TO SOUTH
 CONNECT TO EXISTING WATERMAIN (NON-PRESSURE)
 50 SQ FT SIDEWALK REMOVAL
 50 SQ FT PCC SIDEWALK 5" SPECIAL
 4 SY TOPSOIL, FURNISH AND PLACE 4"

66 STA. 810+50, 35' LT
 FILL VALVE VAULT
 10 FT CURB AND GUTTER REMOVAL
 10 FT COMB CONC CURB AND GUTTER TYPE B-6.24
 14 SY CLASS D PATCH 15"
 11 SY TOPSOIL, FURNISH AND PLACE 4"
 11 SY TOPSOIL, FURNISH AND PLACE 4"

72 STA. 811+04, 101' LT
 VALVE AND VAULT, 5'-
 16" INSERTION VALVE
 50 SQ FT SIDEWALK RE
 50 SQ FT PCC SIDEWALK
 8 SY TOPSOIL, FURNISH
 8 SY TOPSOIL, FURNISH AND PLACE 4"

73 STA. 811+07, 76' RT
 REMOVE WATER VALVE I
 REMOVE WATER VALVE I
 WATER VALVE 12"

74 STA. 811+72, 36' LT
 REMOVE WATER VALVE I
 REMOVE WATER VALVE I
 WATER VALVE 6"

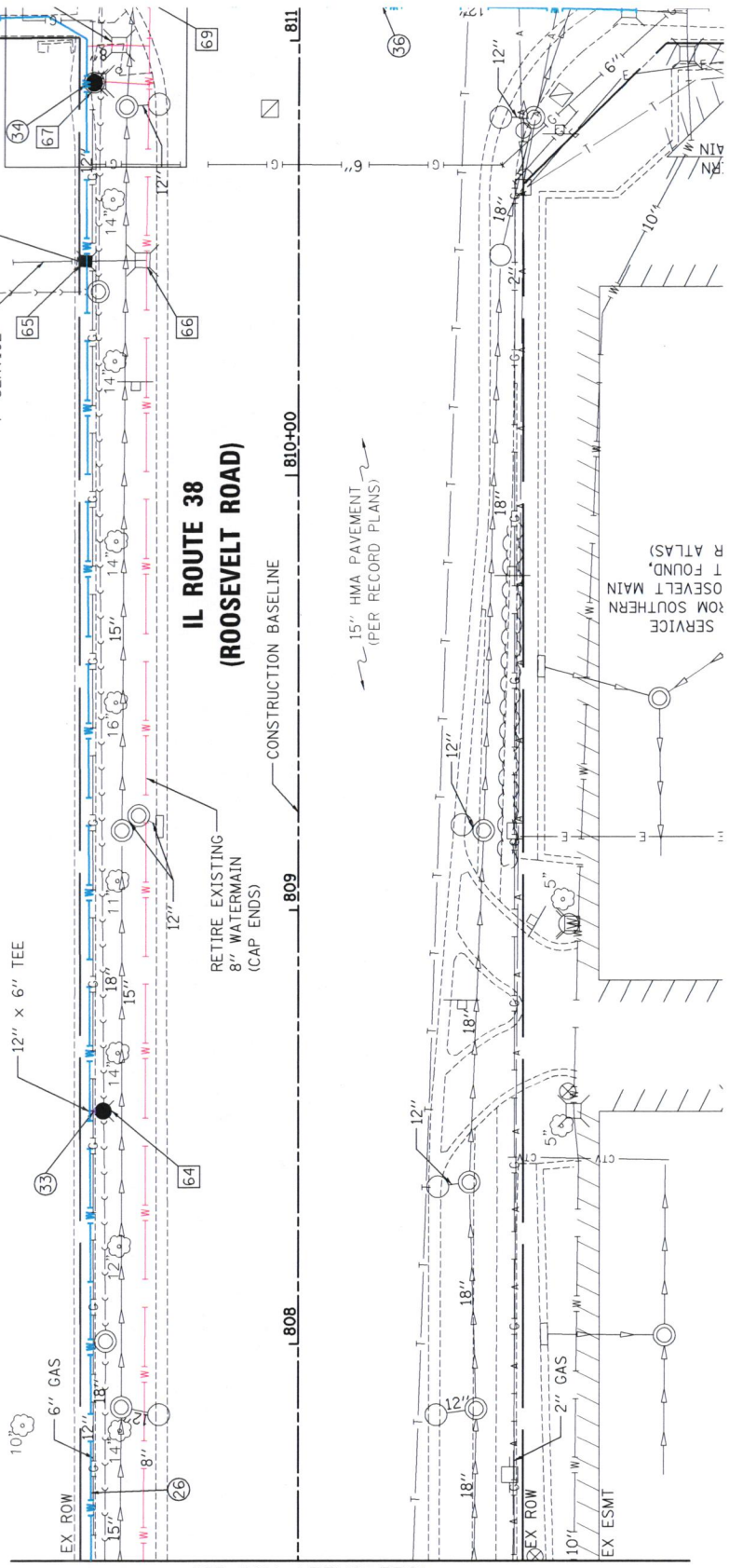
75 STA. 811+87, 34' LT
 REMOVE WATER VALVE I
 REMOVE WATER VALVE I
 WATER VALVE 8"

67 - 69 SEE SHEET NO. 40
 FOR CALLOUTS

70 STA. 811+06, 84' LT
 REMOVE WATER VALVE FROM VAULT
 REMOVE WATER VALVE FROM VAULT
 WATER VALVE 12"

71 STA. 811+05, 91' LT
 REMOVE WATER VALVE FROM VAULT
 REMOVE VALVE VAULT
 50 SQ FT SIDEWALK REMOVAL
 50 SQ FT PCC SIDEWALK 5" SPECIAL
 8 SY TOPSOIL, FURNISH AND PLACE 4"

NATIONAL UNIVERSITY OF HEALTH SCIENCE
 200 E. ROOSEVELT RD



MATCHLINE STA. 807+50 (SEE SHEET NO. 23)

NO.	DATE	BY	APPROVED

PLAN
 SURVEYED
 PLOTTED
 ALIGNMENT CHECKED
 GRADES CHECKED
 CAD FILE NAME
 DATE

NO.	DATE	BY	APPROVED

PROFILE
 SURVEYED
 PLOTTED
 STRUCTURE NOTATIONS CHKD
 GRADES CHECKED
 DATE



Fer-Pal Construction USA LLC -Illinois

1350 Gasket Drive
IL 60120

Invoice

Date	Invoice #
9/6/2016	55

Bill To
Village of Lombard

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Install 10" x 2" Saddle on South side of Roosevelt Rd. for Heritage Cadillac ✓ Mark up 5%	5,351.81 ✓ 267.59 ✓	5,351.81 ✓ 267.59 ✓
		$\$ 5,351.81 \times 0.05 =$	
		Total	<u>\$5,619.40</u> ✓

CHK BY: MFC 9/06/2016

5,351.81



6754 W. 74th Street
Bedford Park, IL 60638
(708)475-7100 (708)475-7138 fax
IL Plumbing License No. 055-027841

August 15 , 2016

Thomas Engineering Group
55 W. 22nd Street
Lombard, Il. 60148

Attn: Matt Champine, P.E.

PROJECT: Installation of 2" Corp on the South side of Roosevelt Rd. for Herritage Cadillac

Sheridan Plumbing & Sewer, Inc. (herein referred to as Subcontractor or Sheridan) appreciates the opportunity to submit the following proposal to provide contracting services to the Village of Lombard (herein referred to as the Owner)

SCOPE OF WORK AND APPROXIMATE PROJECT COST: Sheridan will provide labor, equipment and material to perform the following work:

Install 10" x 2" Saddle on South side of Roosevelt Rd. for Herritage Cadillac

PERSONNEL							
	ST	RATE	OT	RATE	DT	RATE	TOTAL
✓ Laborer (2EACH)	✓ 18.0	✓ \$79.32	0.0	\$100.78		\$125.27	✓ \$1,427.76
✓ Laborer Foreman	✓ 6.0	✓ \$80.61	0.0	\$102.61		\$127.71	✓ \$483.66
Superintendent	0.0	\$84.99	0.0	\$108.83		\$136.01	\$0.00
Plumber	0.0	\$86.94	0.0	\$112.75		\$140.66	\$0.00
Plumber (foreman)	0.0	\$89.34	0.0	\$116.22		\$145.29	\$0.00
Operator (foreman)		\$101.50	0.0	\$128.40		\$159.05	\$0.00
✓ Operator	✓ 6.0	✓ \$97.63	0.0	\$122.92		\$151.74	✓ \$585.78
	✓ 30.00						
						TOTAL =	\$2,497.20 ✓✓

6 hr / 8 hr

EQUIPMENT	8 h						
	# days	# days	# days	rate per day	Rate with Discount	Total	Total
Service Truck & Power Tools	0.75	@1.25	@1.5	\$174	\$ 174		\$174
Kubota KX0803R3 Excavator	0.75			\$282	\$ 282		\$282
						TOTAL = \$456.00	

SUBCONTRACTS + 15%

	Cost
Trucking (95.00 x 5hr)	\$475.00
Dump Fees (1 loads x 127.00)	\$127.00
TOTAL =	\$602.00

Materials	Quantity	Cost	Total
10" x 2" Saddle	1.0	\$ 210.00	\$ 210.00
2" Corp	1.0	\$ 231.00	\$ 231.00
2" Ty. K Copper	10.0	\$ 13.10	\$ 131.00
2" Union	1.0	\$ 134.00	\$ 134.00
Bedding	5.0	\$ 19.25	\$ 96.25
TOTAL =			\$802.25

Total Labor:	\$2,497.20	<i>35%</i>	x 15% = \$2,871.78
Total Equipment:	\$456.00	<i>15%</i>	= \$524.40
Total Sub Contract:	\$602.00	<i>10%</i>	= \$662.10
Total Materials:	\$802.25	<i>15%</i>	= \$882.48

$(\$2,497.20 \times 0.35) + \$2,497.20 = \$3,371.22$
 $\$456.00 \text{ NO MARK-UP} = \456.00
 $\$602.00 \text{ NO MARK-UP} = \602.00
 $(\$802.25 \times 0.15) + \$802.25 = \$922.59$
TOTAL = \$5,351.81

Exclusions:

- All hardscape restoration to be paid for separately;
- All landscape restoration to be paid for separately;
- CCDD testing & forms are included in this proposal.
- Price excludes dewatering due to un-stable ground conditions.
- Price excludes dewatering due to un-successful shut downs
- Price excludes any un-for-seen property improvements such as sprinkler systems, invisible fences, street lighting, etc.

INCLUDED IN CONTRACT

\$5,351.81

PROJECT COST: The Scope of Work will be completed for a line item proposal of ~~\$4,940.76~~. These costs include weekday work, environmental monitoring, personal protective equipment up to Chemical Protection Level D², standard insurance and any other items stated in the Scope of Work.

MFC
9/06/2016

Note: Sales tax is excluded from this proposal.

THE OWNER SHALL PROVIDE:

- All permits other than those shown in our scope required in order to complete our Scope of Work, in a legal and legitimate manner at no cost to the Subcontractor.
- Complete access to site;
- Temporary bypass (if needed)
- Pre-Construction surface video (if needed)
- It is not expected that flaggers will be needed to perform the work however, in the event that the owner requests flaggers, the owner will be responsible for re-imbursment.
- Traffic Control Devices above and beyond what is currently provided.
-
- Staging area for equipment and material storage;
- Layout and As-build drawings (if necessary)

EXTRAS to be negotiated if they arise, but not limited to

- Bonds, permits, tap fees, etc..
- Restoration of Pavement Markings.
- Compaction testing.
- Fence Restoration.
- Supporting light poles or other utilities.
- Excavating through unknown obstructions and/ or flowable fills;
- Existing foundation and/ or concrete slab removal;
- Special or Hazardous Waste, contaminated solids, handling, disposal, etc.;
- Landscape restoration unless noted;
- Locating of existing utilities beyond the typical JULIE locate system;
- Performance & Payment bond, IDOT bond and any other bond requirements;
- Any additional insurance limits beyond what is stated in this proposal;
- Emergency Mobilization, Overtime, Weekend or Holiday Work, if required by others;
- Wait Time¹, if applicable.

¹ Wait time is defined as time our crews are waiting to work due to circumstances caused by the owner, general contractor, facilities manager, engineer, governmental agency, another contractor not employed by us or others not in our control. It includes, but is not limited to: acquisition of permits; waiting to acquire water; waiting for owner's representative to check or sign off on safety items; waiting for owner's representative to sign off on permits; waiting for owner's safety equipment to be moved or used on this project; waiting for Fire Water Notifications; waiting for control of flow by others; waiting for removal/replacement of fittings; and waiting for testing outside the scope of our work; dump site selection or dumping of debris. Wait Time charges are \$1,200 per crew hour.

TERMS AND CONDITIONS:

ENVIRONMENTAL EXPOSURE CLAUSE: This proposal is based on the requirement of the above stated levels of safety protection per Owner's and/or General Contractor's representation of potential chemical exposures. Our operations may require short-duration man entry to place and position tools and equipment in the pipeline(s) being serviced. Accordingly and upon request, Sheridan Plumbing & Sewer, Inc. ("SHERIDAN") may require the Owner to provide a list of all wastes, chemicals, or solutions (including but not limited to the effluent stream and surrounding work areas) and a copy of the Work Area Toxic Substance Inventory and Material Safety Data Sheet (MSDS) to all SHERIDAN employees and representatives that will have potential exposure to while and working in the Owner's project site. In addition, the Owner, Facilities Manager, General Contractor or Engineer should provide applicable safety services, not limited to bulk sampling of any hazardous or suspected hazardous gases, fluids, or solids; waste characterization analysis, broad spectrum analysis or finger print analysis of any bulk samples; site evaluation studies, industrial hygiene reports environmental studies, medical surveillance studies, air monitoring reports, or hazardous waste studies required to insure adequate protection of SHERIDAN's employees and representatives, at no cost to SHERIDAN.

WASTE MATERIALS: The entity or entities for which the Work is being performed ("Client") acknowledges that SHERIDAN has not had any role in generating, treating, storing or disposing of hazardous or toxic substances, pollutants and contaminants or other waste materials (all items hereunder referred to as "Waste Material"), which may be present at the project site. Any Waste Materials connected with the services outlined above shall at no time become the property of SHERIDAN. Nothing herein shall require SHERIDAN to assume the status of generator, or a storage, treatment or disposal facility for those terms as defined by the Resource Conservation and Recovery Act (RCRA), or any state statute or regulation governing the generation, treatment, storage or disposal of hazardous or solid waste. SHERIDAN shall not be responsible for disposal or remediation of any Waste Materials, as the same may be defined under any applicable federal or state

MFC
9/06/2016

environmental laws or regulations, which are encountered or discovered in the performance of SHERIDAN's work or that of SHERIDAN's subcontractors hereunder, except for the materials provided by SHERIDAN or its subcontractors. It is expressly understood and agreed that any Waste Materials, which are generated by performing Work on the Client's project site are entirely the responsibility of the Client and that such waste constitutes and remains the property of the Client.

LIMITATION AND ALLOCATION OF LIABILITY: In no event shall either party be liable to the other party hereunder for any indirect, special, incidental, consequential, exemplary or similar damages arising out of the acceptance of this Proposal and/or Contract, or as a result of any utility locate, preparation or approval of maps, drawings, opinions, reports, surveys, services, labor, equipment or materials furnished by Sheridan Plumbing & Sewer, Inc. ("SHERIDAN"), including extra, additional, change order and subcontracted work (the "Work"). The foregoing provision shall not be limited to, loss of profits or business interruption, however the same may have been caused. Without limiting the generality of the foregoing, the entity or entities for which the Work is being performed ("Client") and its affiliates, officers, directors, employees, agents, and consultants, shall indemnify and hold SHERIDAN and its affiliates, officers, directors, employees, agents, subcontractors and consultants, harmless and any and all other indemnities from any and all claims, injury, disease to or death of any person, losses, suits, damages, costs, and expenses of whatever nature, including reasonable attorney's fees, arising out of the Work, as long as such damages are not due to any gross negligence or willful misconduct of SHERIDAN, its representatives, agents, and subcontractors.

PAYMENT TERMS: Payment is due in full, without exception or retention, within 45 days of date of invoice. An interest rate of 1½% per month will be added to invoices outstanding beyond 45 days. All subsequent payments will be applied to outstanding interest charges first. If this account must be referred to a third party collection agency or an attorney for collection, the person or entity executing this proposal/contract agrees that all costs of collection, court costs and attorney fees will be borne by the person or entity executing this proposal/contract.

These Terms and Conditions supercede all clauses contained in any purchase order or contract, written or implied. This proposal supersedes and nullifies all previous estimates and proposals of the same number, and is good for 30 days. This accepted proposal constitutes a formal agreement and contract. We will not be able to acknowledge a purchase order or other contract document without this accepted proposal as an attachment. Any transmission of documents pertaining to this project through the use of a facsimile machine (hereinafter known as FAX) or email is permissible.

SUMMARY: We look forward to working with you and feel free to call me with any questions.

Sincerely,
SHERIDAN PLUMBING & SEWER, INC.

Anthony Johansen/ Project Manager

.....
Accepted and approved: _____

Authorized Signature and Date: _____

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Fer-Pal Construction USA LLC -Illinois

1350 Gasket Drive
IL 60120

Invoice

Date	Invoice #
8/5/2016	54

Bill To
Village of Lombard

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	7/7/2016 Extra Traffic Protection see detail mark up → Per section 109.04, "the Contractor shall receive, as administrative costs, an equal amount equal to 5% of the total approved costs of such work with the minimum payment being \$100." → \$552.26 × 0.05 = \$27.61 → \$27.61 < \$100.00 → PAY \$100.00	552.26 552.27 100.00 ✓	552.26 552.27 100.00 ✓

Total

~~\$652.27~~
\$652.26

CHK BY: MFC 8/23/2016

TRAFFIC CONTROL & PROTECTION, INC.

31 W 351 North Av. West Chicago, IL 60185

Ph: (630) 293-0026 Fax: (630) 293-0029

INVOICE DATE 8/5/2016

INVOICE # 8994

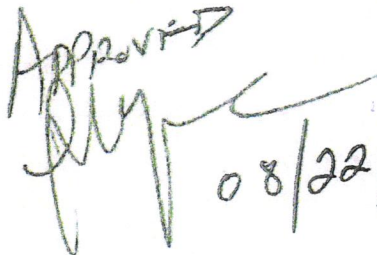
TO: FER-PAL INFRASTRUCTURE
1350 GASKET DRIVE
ELGIN, IL 60120

CONTRACT EXTRA

LOCATION ROOSEVELT ROAD-LOMBARD
WATER MAIN LINING, WEST PHASE

ATTN.:

JOB # WA 12-01/03

DATE	Quantity	DESCRIPTION	PRICE	AMOUNT
7/7/2016	1	Force Account Billing - See attached breakdown	552.27	552.27
		Traffic switch of NB Finley Rd to close the left two lanes & place traffic in right turn lane & right thru lane for watermain work.		
		<p>Approved  08/22/16</p>		
PAY THIS AMOUNT				‡ 552.26
				\$552.27

TERMS: NET 30

CHK BY: MFC 8/23/2016



Illinois Department of Transportation

Fer-Pal

7/7/16 # 87937

Extra Work Daily Report

County DuPage
Section -
Route IL Route 38 (Roosevelt Road)
District -
Contract No. -
Job No. WA-12-01/03 (Lombard Job Number)
Project No. Roosevelt Road Watermain Lining (West Contract)

Contractor TRAFFIC CONTROL AND PROMOTION
Report No. 01 Date July 07, 2016
Authorization No.

Description and Location of Work: Traffic control at the entry road to the left turn lanes & place traffic in right turn lane & right turn lane for Fridays (11:00) watermain work.

LABOR

Table with 2 columns: Name, Worker Classification; Total Hours Worked (Straight-Time) (Overtime). Includes entries for Paul Legendre and Benito Vargas, both Traffic Safety Workers, with 2 hours each.

EQUIPMENT USED

MATERIAL USED

Table with 4 columns: Description, List Manufacturer, Model, Year Built, Capacity; Number of Hours; Description; Quantity. Includes entries for Ford F-550 Service Trucks and Left Turn Only Signs.

REMARKS:

APPROVED:

Signature of Contractor's Representative

APPROVED:

Signature of State's Representative and handwritten number 248-1756-2626 with a checkmark.

Original: Contractor
cc: District File

Printed 07/10/2016

BC 635 (Rev. 05/07)

CHK BY: MFC 8/23/2016

