

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

\_\_\_\_\_ Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
\_\_\_\_\_ Recommendations of Boards, Commissions & Committees (Green)  
  X   Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: March 15, 2011 (B of T) Date: March 23, 2011

TITLE: North Avenue Standpipe Roof Replacement

SUBMITTED BY: Carl S. Goldsmith, Director of Public Works *CSG*

BACKGROUND/POLICY IMPLICATIONS:

A staff recommendation to the Village President and Board of Trustees to waive the competitive bidding process and award a design-build contract with Chicago Bridge & Iron for the North Avenue Standpipe Roof Replacement.

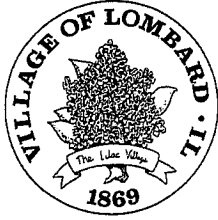
FISCAL IMPACT/FUNDING SOURCE

Budget: \$500,000.00  
Account: WSCap Reserve  
Amount of Award: Not-to-Exceed \$480,000.00  
HTE: 1135

Review (as necessary):

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

NOTE: Materials must be submitted to / approved by the Village Manager's Office by 12:00 pm, Wednesday, prior to the Agenda Distribution.



## MEMORANDUM

**To:** David A. Hulseberg, Village Manager  
**Through:** Carl S. Goldsmith, Director of Public Works *cy*  
**From:** Angela M. Podesta, Utilities Superintendent  
**Date:** March 15, 2011  
**Subject:** **North Ave. Standpipe Roof Repair Project  
Design-Build Option**

The purpose of this memo is to seek Village Board support to waive competitive bidding for the above captioned project and to award a not-to-exceed contract in the amount of \$480,000.00 with Chicago Bridge & Iron in substantial conformance with the attached contract.

### Background

You may recall that the FY 2011 CIP contained funds to complete the exterior tank painting of the North Avenue Standpipe. The standpipe was originally designed and constructed in 1953 by Chicago Bridge & Iron (CB&I) Company, located in Bolingbrook, IL. A contract was awarded to clean and paint the exterior of the North Avenue Standpipe in May, 2010. Significant corrosion was identified in the roof of the standpipe which now requires a complete roof replacement. As a result of the corrosion, staff entered into a second contract for the clean and painting of the interior of the tank, which would be conducted after nominal repairs, were made to the tank structure. Based upon the analysis of the tank, conducted by the Village's contract inspector (TIC), it was determined that the Village should revisit the repairs to the tank structure. The number of deficiencies encountered and the bid price for repairs warranted revising the scope of service under the painting contract.

Rather than repair the holes in the sidewalls of the tank and repairs to the roof structure through the painting contractor, the Village would be better served by contracting for the sidewall repairs and the replacement of the roof structure. As a result of the tank deficiencies, the FY 2012 CIP was amended to include \$500,000 for the tank repair. In order to ensure that the repairs are done in a cost effective and expeditious fashion, staff would recommend that the Village waive the competitive bidding process and award a design-build contract for the North Avenue Tank Renovation Project to Chicago Bridge & Iron.

CB&I will take the original design of the roof, update it to current standards and use their own crews to construct the new roof. Although the Village has not yet obtained a

formal proposal from CB&I, based upon discussions with CB&I, staff anticipates the cost of the roof replacement to be between \$400,000 and \$500,000. If a contract is awarded by the end of March, the tank should be ready for paint and will be put back into service by late Fall. Staff would rebid the painting work and have a contract in place to coincide with the completion of construction.

There are many benefits with the use of the design-build method of project delivery. A brief synopsis of the advantages of design-build versus the traditional design-bid-build method of contracting follows:

### **Singular Responsibility**

- With both design and construction in the hands of the same entity, there is a single point of responsibility for quality, cost and schedule adherence.
- The design-builder is motivated to delivery a successful project by fulfilling multiple parallel objectives including aesthetic and functional quality, budget and schedule for timely completion.
- With design-build, the owner is able to focus on scope/needs definition and timely decision making rather than coordination between the designer and builder.

### **Quality**

- The singularized responsibility inherent in design-build serves as a motivation for quality and proper project performance.
- The Villages requirements and expectations are documented in performance terms, and it the design-build entities responsibility to produce results accordingly.

### **Cost Savings**

- Design and construction personnel, working and communicating as a team, evaluate the alternative materials and methods efficiently and accurately.
- Value engineering and constructability are performed continuously and more efficiently when the designers and contractors work as one team during the entire design and construction process.

### **Time Savings**

- Because design and construction are overlapped, and because bidding periods and redesign are eliminated, total design and construction can be significantly reduced.
- Design-build is ideal for the applications of "Fast Track" construction techniques.
- With design-build, materials/equipment procurement and construction work can begin before the construction documents are fully complete. The resulting times savings translates into lower costs and earlier utilization of the completed facility.

### **Cost Containment**

- Guaranteed construction costs are known far earlier than with other delivery systems. The entity responsible for design and construction is simultaneously estimating construction costs and can accurately conceptualize the completed project.

The Village staff understands the importance of bidding large scale construction contracts; however, given the particular circumstances surrounding the standpipe, staff recommends that the Village award a design-build contract with CB&I. Partnering with CB&I to design and construct the new roof will streamline the process resulting in a cost savings and shorter length of time to complete the job.

The Village of Mount Prospect recently had the roof of their 2,000,000 ground storage tank collapse. Mount Prospect retained TIC (the firm performing the Lombard inspections) to do the inspection, design and bidding. The contract to TIC for the design and bidding was in the amount of \$8,500. Mount Prospect received three (3) bids: one local bidder dropped out, one from a firm in Kentucky and CB&I. The bid received from CB&I included the option of design-build and came in \$100,000 less than the TIC design-bid-build option. As a result, Mount Prospect has engaged CB&I for a design-build contract.

### **Recommendation**

Staff is requesting Village Board of Trustees to waive competitive bids and award of a contract with Chicago Bridge & Iron of Bolingbrook, Illinois in substantial conformance with the attached contract in the amount not-to-exceed \$480,000.00.

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER WA-10-02(C)

This agreement is made this 23rd day of March, 2011, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Chicago Bridge & Iron Company (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 proposed work is officially known as "NORTH AVENUE STAND PIPE ROOF REPLACEMENT". The scope of work for this contract consists of furnishing all materials, equipment, tools and labor necessary for the partial demolition and design, fabrication, shop painting and erection of a new ellipsoidal roof for the 1,600,000 gallon x 103'-6 TCL Water Storage Reservoir of all-welded steel construction originally built by Chicago Bridge & Iron Company, including other appurtenant tank items.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. The Contractor's Bid Proposal and Exhibits A-G thereto Dated: March 14, 2011
  - b. Standard General Conditions of the Construction Contract (EJCDC C-700; 2007)
  - 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 Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract within 141 calendar days from the date of the Notice to Proceed. 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 Illinois Prevailing Wage Act, , 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. Prevailing Wage:**

It is hereby stipulated that the contractor shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this contract to all laborers, workers, and mechanics performing work under this contract. All bonds provided by the contractor under the terms of Section 11.4.1 of this contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 *et. seq.* Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum.

**6. Bonds:**

The Contractor shall furnish to the owner at the time of execution of this contract, bonds in the full amount of the contract securing the full and faithful performance of this contract and the payment for all labor and material furnished by the contractor or anyone furnishing such under the contractors' contract or a subcontract of any tier. Said bonds shall be in conformance with the bond form provided by the Owner.. Said bonds shall be written by a surety that is acceptable to the owner, in the owner's discretion.

**7. Requisite Circumstances For Change Orders:**

No change orders shall be issued for the work under this contract which authorize or necessitate an increase or decrease in the cost of the contract by a total of \$10,000 or more or in the time of completion by a total of thirty (30) days or more unless a written determination is made by the owner or a duly authorized designee of the owner other than the architect that:

1. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time this contract was signed; or
2. The change is germane to the original contract as signed; or
3. The change order is in the best interest of the owner and is authorized by law.

**8. Tax Exempt Status:**

Contractor acknowledges that owner is a tax exempt entity under the laws of the State of Illinois and that Owner shall, as part of its undertakings under this contract, provide to the contractor all certificates of exemptions and tax exempt numbers needed to entitle contractor to purchase material and other items to be used on the work or incorporated into the work on a tax exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailer's Occupation Tax" (sales tax). Contractor shall warrant that all material costs and scheduled values have been calculated so as to give Owner its full benefit of its tax-exempt status, and Contractor shall require that all subcontracts include a requirement that subcontractors purchase materials so as to give Owner the full benefit of its tax exempt status. Owner shall not be liable for, and shall be entitled to a credit against the contract sum for, any sales tax paid by contractor or any subcontractor of any tier which is shown to have been charged to owner as part of the contract sum, as a component of the schedule of values, as a unit price, or otherwise.

**9. Human Rights Act:**

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, sexual orientation or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

**10. Contractor's Insurance Requirements:**

The Contractor shall have the following obligations with regard to insurance coverage for the work under this contract.

**A.** All certificates of Insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of insurance shall name the Village as additional insured.

**B.** All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

**C.** The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.

**D.** Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- 1) allowing work by Contractor or any subcontractor of any tier to start before receipt of certificates of insurance
- 2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village.

E. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by Village in excess of policy limits or not covered by the policies purchased.

F. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

G. The Contractor shall provide insurance in compliance with a best insurance rating of A, 8 or better. Such insurance shall include the following coverages in the following amounts:

H. Insurance Coverages shall be in the following minimum amounts: Comprehensive Genral Liability, \$1,000,000/occurrence,\$2,000,000/aggregate, Auto Liability, \$1,000,000occurence, \$2,000,000 aggregate.

11. The parties recognize that this contract is governed by the Local Government Prompt Payments Act, 50 ILCS 505/1 et. seq. and that no charges may be assessed except as provided in that Act.

12. 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 23<sup>rd</sup> day of March 2011.

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 \_\_\_\_\_, 2011.

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 23rd day of March, 2011.

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

Attest:

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



**VILLAGE OF LOMBARD**

**CONTRACT BOND**

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 March 23, 2011, for the construction of the work designated:

**NORTH AVENUE STAND PIPE ROOF REPLACEMENT**

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.

APPROVED this 23rd day of  
March, 2011.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_ day of \_\_\_\_\_, 2011.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_  
Village President

BY: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Village Clerk

ATTEST:  
\_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

BY: \_\_\_\_\_

(SEAL)

**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

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

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

NORTH AVENUE STAND PIPE ROOF REPLACEMENT 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.
4. **CERTIFICATION UNDER 720 ILCS 5/33E-11**

I, \_\_\_\_\_ (name), certify that I am employed as the \_\_\_\_\_ (title) of \_\_\_\_\_ (company), a bidder for the prime contract for the work described in the bid to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961

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

Subscribed and sworn to  
before me this \_\_\_\_\_

day of \_\_\_\_\_, 2011.

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

# Du Page County Prevailing Wage for March 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.700	14.95	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	13.98	0.400	0.490
ELECTRIC PWR EQMT OP		ALL		33.140	42.570	1.5	1.5	2.0	5.000	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570	1.5	1.5	2.0	5.000	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570	1.5	1.5	2.0	5.000	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570	1.5	1.5	2.0	5.000	8.230	0.000	0.200
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	NE	ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
FENCE ERECTOR	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
IRON WORKER	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER E	E	ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
ORNAMNTL IRON WORKER W	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
PAINTER		ALL		40.180	42.180	1.5	1.5	1.5	8.950	8.200	0.000	1.000
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000	1.360
PLASTERER		BLD		39.360	41.720	1.5	1.5	2.0	8.800	12.12	0.000	0.510
PLUMBER		BLD		40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000	1.360
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR	E	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STEEL ERECTOR	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
STONE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430

TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

## Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings,

swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting



proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including  $\frac{3}{4}$  cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including  $\frac{3}{4}$  cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks,

All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

## TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

## TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

## Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

## LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



CB&I Inc.  
1000 Remington Blvd, Suite 105B  
Bolingbrook, IL 60440-4706  
Phone: 630-378-7600  
Fax: 630-378-7601  
www.CBI.com

March 14, 2011

Village of Lombard  
Attention: Angela M. Podesta – Utilities Superintendent  
255 E. Wilson Ave.  
Lombard, IL 60148

**RE: PROPOSAL FOR REPAIRS TO THE “NORTH AVENUE STANDPIPE”  
1.6 MILLION GALLON WATER RESERVOIR  
In the VILLAGE OF LOMBARD, IL**

Dear Ms. Podesta :

CB&I is pleased to submit this Proposal on behalf of CB&I Constructors, Inc. (CB&I) for repairs to the “North Avenue Standpipe” for the Village of Lombard (Purchaser and/or Village) located in Lombard, Illinois. CB&I Constructors, Inc. will be the contracting entity and will perform the jobsite work on a merit shop basis. This Proposal shall be included in the resulting Contract between Purchaser and CB&I.

- Exhibit A - Scope of Work
- Exhibit B - Bid Form (Pricing) & Terms of Payment
- Exhibit C - Clarifications
- Exhibit D - Schedule
- Exhibit E - Tank & Foundation Drawings
- Exhibit F - General Conditions of the Construction Contract
- Exhibit G - Reference List

We thank you for the opportunity to submit this Proposal. Please call if you have any questions or if you require additional information.

Very truly yours,

CB&I Constructors, Inc.

*Michael S. Allison*

Michael S. Allison  
Business Development Manager

Enclosure: Exhibits



## EXHIBIT A

### SCOPE OF WORK

The work to be performed by CB&I includes the furnishing of all materials, equipment, tools and labor necessary for the partial demolition and design, fabrication, shop painting and erection of a new ellipsoidal roof for the 1,600,000 Gallon x 103'-6" TCL Water Storage Reservoir of all-welded steel construction originally built by Chicago Bridge & Iron Co. ( CBI contract # 6-8751, 1955 ), including other appurtenant tank items of work as described herein:

Step 1) Purchaser shall secure/lockout any valves to prevent water from reentering the tank. Arrange for the removal of all roof antennas and associated cables including all cables running down the shell of the tank.

Step 2) Purchaser shall arrange for paint and soil testing of hazardous levels of lead prior to CB&I's mobilization. If high levels of lead are found, Purchaser shall be responsible for any and all soil remediation required by state law.

Step 3) Purchaser shall arrange to have the powerline running across the site to be removed entirely. The pole closest to the pump building can remain but the transformers must be de-energized, all other poles shall be removed. Any trees located within the area of CB&I's laydown and assembly work stations shall be removed by the Purchaser.

Step 4) Purchaser shall arrange for widening the site entrance by removing the frontage fencing to approximately 30 to 40 feet to allow egress of CB&I's equipment. Temporary gates and fencing along with final fencing repairs to be arranged by Purchaser.

Step 5) CB&I if necessary will cut an opening in the shell of the tank to allow removal of the damaged roof and to allow installation of the new roof. This opening will be stiffened with structural steel members.

Step 6) CB&I will mobilize to first construct the new roof on the ground including new roof accessories and fittings. Demolition of the existing roof and accessories including obstruction light conduit/wiring to grade will be performed once the new roof is ready for installation. After the roof segments have been removed they will become the property of CB&I and removed from the site.



**EXHIBIT B**

**PRICING & TERMS OF PAYMENT**

**North Avenue Standpipe:**

CB&I is pleased to present the following pricing for the repair to (1) 1,600,000 Gallon x 103' 6" TCL Water Storage Reservoir for the Village of Lombard, located in Lombard, Illinois as follows:

Design, Procurement, Fabrication, Demo, Erection of New Ellip. Roof ( per attached design sketch )	L.S. \$ 471,000
Total Base Bid	L.S. <u>\$ 471,000</u>

Additional Work (if required) - @ \$ 200 /MH

Options:

- |                                                                                                           |               |
|-----------------------------------------------------------------------------------------------------------|---------------|
| 1) Provide & Install new davit on the NW Shell Manhole                                                    | Add \$2200.00 |
| 2) Provide & Install new 18" Alum Non-Freeze Roof Vent                                                    | Add \$4100.00 |
| 3) Provide new LED Obstruction Light in lieu of Standard<br>Double Obstruction Light included in base bid | Add \$300.00  |



**EXHIBIT B** (continued)

**PRICING & TERMS OF PAYMENT**

Base Bid - Demolish existing ellipsoidal roof and two feet shell plate including all roof accessories and fittings. Design of the new self supporting ellipsoidal roof by a licensed State of Illinois Engineer based on the latest AWWA D100 code. Roof plate is 1/4" thick and will be seal welded. (12) 4" dia 3000# painters scaffold rigging couplings & plugs will be installed. The existing pressure/vacuum roof vent will be removed and reinstalled. The following new fittings will be provided and installed: (1) 30" x 36" sq. Bilco hatch w/alum. cover, (1) 24" painters ventilation hatch, (1) 24" dia roof hatch, new Saf-T-Climb system for roof and shell ladder down to grade will be provided with new harness & landyards, new 20' dia x 42" high roof handrail with dome roof walkway and top landing platform, new overflow weir box, new supports for existing riser pipe, new unistrut brackets for conduit/cable support from roof handrail and down the shell adjacent to shell ladder and around to south face of tank adjacent to inlet pipe, new standard double obstruction light & bracket including 1" conduit & wiring down to pump building, interior ice guard and 40' of 1" conduit for cathodic protection system. All plate and roof framing will be shop blasted & primed. Roof interior & framing will be blasted to SSPC 10 and roof exterior will be blasted to SSPC 6. All plates & framing shall have a holding primer using Tnemec series 140 @ 1.5 mils DFT.

Bid Option 1 – Provide and install a CB&I designed davit ( similar to original ) for the 30" shell manhole installed in 1997

Bid Option 2 – If existing roof vent can not be reused, CB&I will furnish and install a new 18" Aluminum roof vent

Bid Option 3 – Provide and install an upgraded LED obstruction light in lieu of the standard double obstruction light included in the base bid

CB&I's base pricing is based on providing a One Year warranty on work we perform.

CB&I's base pricing includes providing a Performance and Payment Bond.

This proposal includes the erection of a structure which will constitute an improvement to real property and, as a contractor, CB&I is considered the ultimate consumer of all materials incorporated into real property or otherwise consumed during the course of the project. Accordingly, the project is exempt of all applicable Illinois taxes. The purchaser shall provide a sales tax exemption certificate. Since this project is publicly funded, Illinois prevailing wage rates have been included in CB&I's pricing.

**Bid Validity Period:**

The prices and schedule in this Proposal are firm and not subject to escalation if a signed Contract, with full information, is received within 14 days of this offering. After this date, CB&I reserves the right to modify this Proposal concerning price and schedule.





**EXHIBIT B** (continued)

**PRICING & TERMS OF PAYMENT**

**Terms of Payment:**

The Contract price shall be paid in accordance with a monthly Progress Payment Schedule, invoices shall be payable within thirty (30) days from date of invoice.

**Retainage:**

In accordance with IDOT Local Roads and Streets Recurring Special Provision #15

**Interest:**

In accordance with Local Government Prompt Payment Act ( 50 ILCS 505/ )



## EXHIBIT C

### CLARIFICATIONS

#### General

1. This Proposal is based on continuous work on site, and without interferences from other contractors. Purchaser shall, at its own expense, provide CB&I with an accessible, safe and secure jobsite upon which to perform its work, without any interference and/or interruption of work from any other contractor or from any other entity.
2. CB&I Constructors, Inc. is a merit shop organization and is not signatory, or subject to any project, national or other collective bargaining agreements. This Proposal is submitted on the basis that no project, national or other collective bargaining agreements will be applicable to our work. If a project, national or other collective bargaining agreement will be applicable to any of our work, we reserve the right to refuse such work.
3. Permits for CB&I to operate as a contractor in the State of Illinois are included. Building permits or other local permits such as governmental fees, licenses and inspections, environmental, construction and operating permits, water discharge into adjacent waterways, notices, reviews, and/or approvals, and FAA permits, shall be provided by Purchaser. All fees for such permits are also for the account of Purchaser. CB&I will, however, assist Purchaser in preparing supporting material as required.
4. No on-site field office for Purchaser's personnel is included in this Proposal.
5. Work on this tank is based on tank being "Lead Free". If lead paint is detected, it will be considered a changed condition. Purchaser shall be responsible testing the soil for lead contamination prior to mobilization and also after work is complete.
6. An adequate right-of-way to the tank site will be provided by the Purchaser. The access road will be suitable for heavily loaded trucks weighing approximately 40,000 pounds to negotiate under their own power. CB&I will not be responsible for any damage to the existing asphalt pavement.
7. Purchaser shall provide, at its own expense, a clear and open space adjacent to the tank construction site, adequate for receiving and storing materials and construction equipment.
8. As a safety precaution, our construction forces do not operate hoisting equipment or install rigging within fifteen feet (15') of live electric power lines of 220 volts. Higher voltages may require greater clearance. If such are present at the time of construction, they shall be removed by Purchaser at its own expense.
9. Any additional damage found to other parts of the tank such as the shell, bottom, inlet, outlet & overflow or the foundation will be considered as a changed condition.



**EXHIBIT C (continued)**

**CLARIFICATIONS**

10. All costs for easements, right-of-way, and power company's work, if required, are for the account of Purchaser.
11. Any existing antennas, cable and their associated brackets shall be removed and reinstalled by others .
12. Any existing cathodic protection anodes and wiring shall be removed and reinstalled by others if necessary.
13. Final site grading & seeding is for Purchaser's account.
14. Existing lamp posts shall be removed by Purchaser prior to mobilization.
15. At the conclusion of all work, the tanks will be left in a "broom clean" condition. No powerwashing or disinfection has been included for either tank.
16. No field blasting or painting of any kind has been included in our scope of work.



## EXHIBIT D

### SCHEDULE

This Proposal is based on CB&I receiving a signed Contract and Notice to Proceed no later than March 28, 2011. This date is crucial to allow enough time for placement of the mill order for the new roof plate and framing.

Week of April 25, 2011 – Accept delivery of mill material at our Clive, IA shop (Fabrication duration of 2 to 3 weeks ) Depends on NTP date of 3/28/11.

Week of May 23 to June 6, 2011 – Mobilize erection crew for demolition and new roof erection ( erection duration of approx. 7 to 9 weeks depending on options accepted )

Week of July 25, 2011 – Mobilize electrician to install obstruction lights including conduit & wiring down and around to pump house

August 15, 2011 – Project completion.

Should CB&I receive the Contract and Notice to Proceed after the 14 day bid validity, the Final Completion date shall be extended by the same number of calendar days.

Liquidated Damages shall not apply to this contract.

During execution of the contract, other factors that could affect Schedule are:

Severe, unpredictable weather conditions over which CB&I has no control. In the event of severe weather conditions, or events beyond CB&I's control that affect work progress, the schedule shall be extended.

- Any work, if performed by Purchaser, or any other contractor, must be completed so as not impede the CB&I Schedule. In the event that work performed by Purchaser or any other contractor, interferes or impedes the work of CB&I, the schedule shall be extended.



**EXHIBIT E**

**TANK DRAWINGS**

Preliminary roof sketch attached for information.

Construction drawings will be submitted the month of April 2011 for review & approval.



**EXHIBIT F**

**GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

The Attached EJCDC Standard General Conditions shall be included in the Contract between CB&I (Contractor) and Purchaser:

The following Supplementary Conditions shall apply over and above the General Conditions referenced above:

- 1) **Compliance with Laws** – The bidder shall at all times observe and comply with the laws, ordinances and regulations of the Federal, State, Local and Village governments, which may in any manner affect the preparation of proposals or the performance of the contract.
- 2) **Compliance with OSHA Standards** – Equipment supplied to the village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- 3) **Indemnification** – The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorney's 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 ant claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with such claims, lawsuits, actions or liabilities, the Village of Lombard, 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.



4) **Insurance –**

(A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:

1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
2. Auto Liability – Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
3. Professional Liability - \$2,000,000.00 ( Required only where contracts are for professional services);
4. Workers Compensation – Statutory; Employers Liability \$1,000,000.00 ( the policy shall include a ‘waiver of subrogation’); and
5. Umbrella Coverage - \$2,000,000.00

(B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds ( except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverages. The contractor shall furnish to the Village satisfactory proof of coverage 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 together with executed copies of an Additional Insured Endorsement ( Insurance Form CG2010 – 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.

(C) The contractor shall require subcontractors, if any, not protected under the contractor’s policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

5) **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.



- 6) **Prevailing Wages** – The Village of Lombard 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, 10<sup>th</sup> Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

**Note:** On August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring 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.





## EXHIBIT G

### REFERENCE LIST

This Exhibit contains several pages of reference installations to demonstrate to Purchaser the experience and expertise of CB&I in the field of water storage tanks.

CB&I is the largest steel plate fabricator in the world and has built over 25,000 water storage tanks throughout the United States. These thousands of CB&I steel water storage tanks, are as pleasing in appearance as they are functional, symbolize CB&I's leadership in meeting the requirements of the most demanding public and private water supply systems.

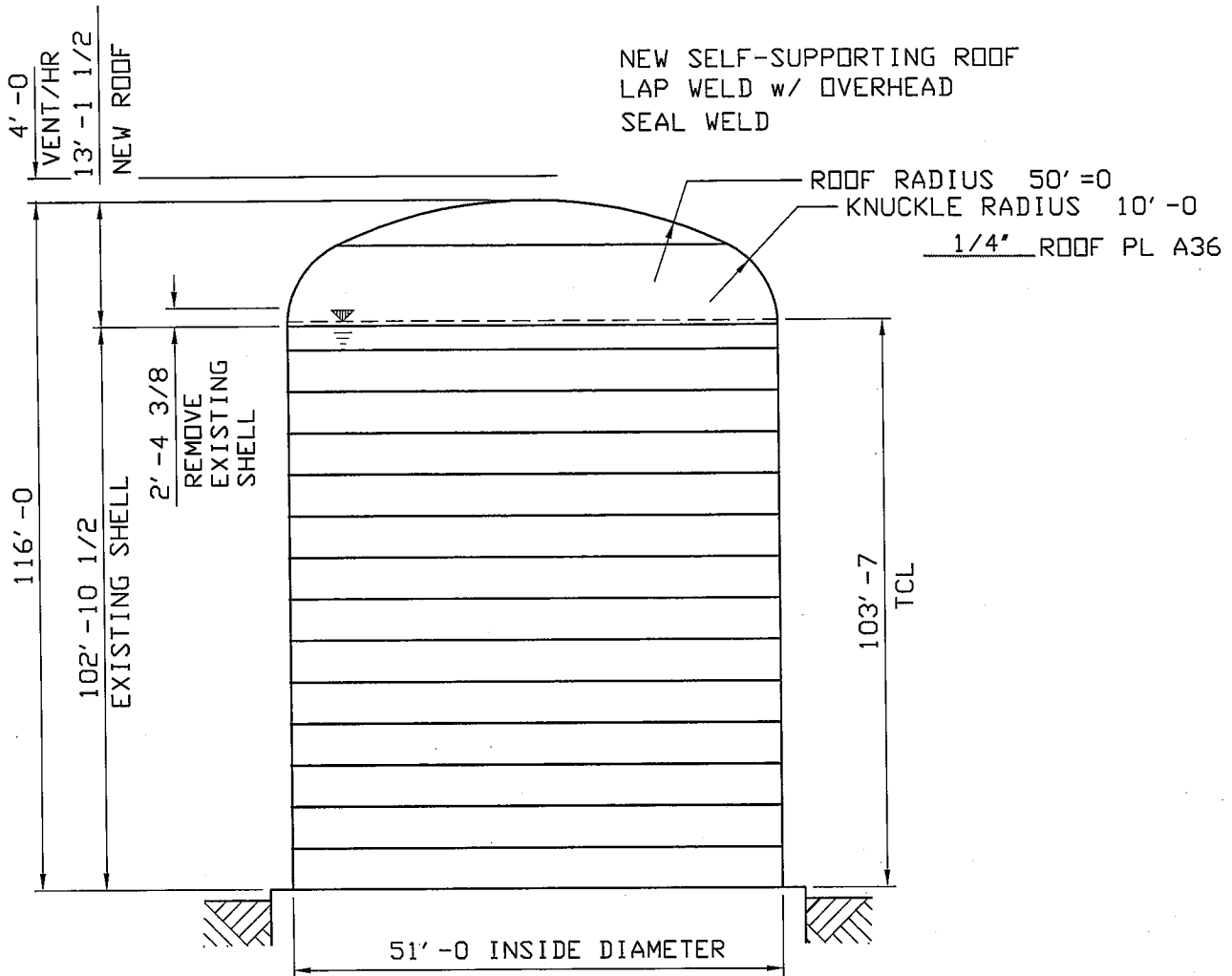
CB&I developed the single pedestal style elevated tank 67 years ago, with the smaller Watersphere being first designed and erected in 1939 in Longmont, Colorado followed by the larger Waterspheroid in 1954 in Northbrook, Illinois. Since then, there have literally been thousands of these elevated water storage tanks erected across the United States.

Beginning in 1889, CB&I's 121-year history includes many innovations in municipal, private and industrial storage tanks that are recognized throughout the world as today's standards. Because of their popularity, many of the designs of elevated water tanks that were originated by CB&I have subsequently been imitated by other tank contractors.

CB&I's storage tank designs provide outstanding appearance, long life, economy and dependability. All these are products of CB&I's research, engineering, fabrication, construction and continuing commitment to quality.

MODIFICATION MAY BE MADE BY CB&I INC. IN THE DESIGN OF THIS STRUCTURE, BUT THE REVISED DESIGN MUST COMPLY WITH THE SPECIFICATIONS.

ACCESSORIES PER PROPOSAL



SPEC. AWWA D100-05

ROOF LIVE LOAD 25 PSF

ROOF CORROSION ALLOWANCE NONE

ROOF REPLACEMENT FOR 51' -0 DIA x 103' -7 TCL FBER TANK  
FOR

LOMBARD, IL



**CB&I Inc.**

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