



CITY OF WOOD DALE

PUBLIC NOTICE

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, APRIL 22, 2021 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

STANDING COMMITTEES
OF THE
CITY OF WOOD DALE, ILLINOIS
APRIL 22, 2021

- I. PUBLIC HEALTH, SAFETY, JUDICIARY & ETHICS COMMITTEE**
 - A. Call to Order
 - B. Roll Call
 - C. Approval of Minutes of Meeting
 - i. February 11, 2021 Public Health, Safety, Judiciary & Ethics Committee Minutes
 - D. Report and Recommendation
 - i. Request for additional Class TG Liquor License
 - ii. Request for additional Class P Liquor License
 - E. Items to be Considered at Future Meetings
 - i. Police Department HVAC – May 13, 2021
 - F. Adjournment

- II. PUBLIC WORKS COMMITTEE**
 - A. Call to Order
 - B. Roll Call
 - C. Approval of Minutes of Meeting
 - i. April 8, 2021 Public Works Committee Minutes
 - D. Report and Recommendation

- i. Approval of an Agreement between the City of Wood Dale and Arrow Road Construction Co., for the FY 2022 Capital Road Program in an Amount Not to Exceed \$1,128,241.32
 - ii. Approval of An Agreement between the City of Wood Dale and Benchmark Construction for the Ward 2 & 3 Stormwater Improvement Project – Contract D in an Amount Not to Exceed \$5,338,033.40
 - iii. Approval of an Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2022 Bulk Rock Salt Purchase in an Amount Not to Exceed \$84,375.20
- E. Items to be Considered at Future Meetings
- i. Stormwater Easements - May 13, 2021
 - ii. I and I Design Work - May 13, 2021
 - iii. Williams Architect Design Contract - May 13, 2021
 - iv. Patching Program - June 10, 2021
 - v. Sump Pump Program – Summer, 2021
 - vi. Streetlight Revised Policy – Summer, 2021
- F. Adjournment

III. FINANCE & ADMINISTRATION COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. March 25, 2021 Finance & Administration Committee Minutes
- D. Report and Recommendation
 - i. Code Amendment to Administrative Adjudication System
- E. Items to be Considered at Future Meetings
- F. Adjournment

POSTED IN CITY HALL ON APRIL 16, 2021 AT 4:00 PM

LYNN CURIALE, CITY CLERK

BY: MAURA MONTALVO, CITY DEPUTY CLERK

PUBLIC HEALTH, SAFETY, JUDICIARY & ETHICS
COMMITTEE MINUTES
VIA ZOOM

Committee Date: February 11, 2021
Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski
and Woods
Absent: Ald. E. Wesley and R. Wesley
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager
Mermuys, Deputy Chief Frese, B. Wilson, A. Lange
Meeting Convened at: 7:35 p.m.

APPROVAL OF MINUTES:

Ald. Jakab made a motion, seconded by Ald. Sorrentino, to approve the minutes of the December 10, 2020 Committee meeting as presented. A roll call vote was taken with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski & Woods
Nays: None
Abstained: None
Motion: Carried

REPORT & RECOMMENDATION:

APPROVAL OF REPLACEMENT OF INVESTIGATIVE VEHICLE #416

VOTE:

Ald. Messina made a motion, seconded by Ald. Jakab, to approve replacement of Investigative Vehicle #416 in an amount not to exceed \$26,600. A roll call vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski & Woods
Nays: None
Abstained: None
Motion: Carried

REPORT & RECOMMENDATION:

APPROVAL OF REPLACEMENT OF POLICE SQUADS #404, #405 & #408

DISCUSSION:

Mayor Pulice inquired about the replacement of a vehicle that is somewhat lower in mileage. Deputy Chief Frese explained that the last time squads were ordered, the shipment took close to 12 months, so they are looking ahead. Car #404 will be 41 months in service by the time the new shipment comes in November of 2021. This is based on an estimate from the garage that it will put an additional 20,000 miles on before that time. The other two will be in service over 5 years before being replaced. He further explained that staff always attempts to stagger out ordering vehicles.

VOTE:

Ald. Sorrentino made a motion, seconded by Ald. Catalano, to approve replacement of Police Department Squads #404, #405 & #408 in an amount not to exceed \$104,157.00. A roll call vote was taken with the following results:

Ayes:	Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski & Woods
Nays:	None
Abstained:	None
Motion:	Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- HVAC System – Mar 2021

ADJOURNMENT:

Ald. Woods made a motion, seconded by Ald. E. Wesley, to adjourn the meeting at 7:43 p.m. Upon a roll call vote, the motion carried unanimously.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 22, 2021
Subject: Request for Class P Liquor License
Staff Contact: Greg Vesta, Chief of Police
Department: Police

TITLE: Request for additional Class TG Liquor License

RECOMMENDATION:

Determine if City Council wishes to create an additional Class TG liquor license.

BACKGROUND:

City Council determines the number of liquor licenses available in each classification, and the liquor commissioner then has the authority to issue those licenses.

City Council does not leave additional liquor licenses available until there is a location that has expressed an interest in obtaining a license.

The business that has partnered with the Wood Dale Park District at 1051 N. Prospect (Salt Creek Golf Club) has contacted the Liquor Commissioner and has expressed a desire to have a Class TG liquor license available. There are currently none of these licenses issued.

ANALYSIS:

The Class TG liquor license is for package sales and is defined as follows:

CLASS TG: For issuance to a private vendor who is operating a golf course or golf related enterprise on property owned by a unit of local government for sale at retail in and upon the premises specified in such license only for consumption on said premises.

If approved, staff will prepare the ordinance for City Council action and the business owner would be subject to the standard background check.

DOCUMENTS ATTACHED

- ✓ Letter requesting liquor license

Tuesday, April 6, 2021

From: Parlay Golf Sports Bar, 1051 N Prospect Ave. unit B (former top golf location)

To: Wood Dale Mayor, Nunzio Pulice

Dear Nunzio Pulice,

My name is Sergio Lazzara and I'm a partner of Parlay Golf Sports Bar. We have recently acquired and partnered with Wood Dale Park District at 1051 N Prospect Unit B Next to the Salt Creek Golf Course and now the 390 Golf Experience. We're very excited with the opportunity and can't wait to be an addition to an already beautiful neighborhood. We also own Crazy Pour Sports Bar in Villa Park and intend on bringing the sports bar flare with our chef driven menu and awesome pizza program over into Wood Dale. Between the partners and I we have cumulatively over 70 years of food, beverage and hospitality experience. We invite you over to see what we do in Villa Park and what we want to do in the wood dale operation. We are currently in the process of applying for a liquor license for the facility and have all the applications, insurance, ETC... in with the city. If there's anything else, we can definitely accommodate.

Again, please let us know if and when you want to visit and one or all of my partners would love to introduce ourselves!

Best regards,

Sergio Lazzara

630-639-2461

sergio@parlaybar.com

Tiziano Savino

630-688-4181

tiz@parlaybar.com

Frank Gentile

630-514-8172

atomictrans@gmail.com

Vincenzo (Enzo) Marino

630-688-5335

enzo@crazypour.com



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 22, 2021
Subject: Request for Class P Liquor License
Staff Contact: Greg Vesta, Chief of Police
Department: Police

TITLE: Request for additional Class P Liquor License

RECOMMENDATION:

Determine if City Council wishes to create an additional Class P liquor license.

BACKGROUND:

City Council determines the number of liquor licenses available in each classification, and the liquor commissioner then has the authority to issue those licenses.

City Council does not leave additional liquor licenses available until there is a location that has expressed an interest in obtaining a license.

The tobacco store located at 419 E. Irving Park Road has contacted the Liquor Commissioner and has expressed a desire to have a Class P liquor license available. There are currently 8 of these licenses issued.

ANALYSIS:

The Class P liquor license is for package sales and is defined as follows:

CLASS P: Authorizing the Licensee to sell and offer for sale through the internet and delivery, at retail sale, exclusively for delivery off-premises of alcoholic beverages, as defined in the Liquor Control Act of 1934, to be sold and delivered in its original package for delivery and consumption off-premise from the Licensee's location where the alcoholic beverages are sold. On-premises

consumption of alcoholic beverages may occur in accordance with 235 ILCS 5/6-31.

The reference to consumption in 235 ILCS 5/6-31 only relates to product sampling and not for consumption like the other licenses, and is restricted as follows:

Up to 3 samples, consisting of no more than (i) 1/4 ounce of distilled spirits, (ii) one ounce of wine, or (iii) 2 ounces of beer may be served to a consumer in one day.

This business has also applied for a variance to open this type of business with the City.

If approved, staff will prepare the ordinance for City Council action and the business owner would be subject to the standard background check.

DOCUMENTS ATTACHED

- ✓ Letter requesting liquor license

April 6, 2021

The Honorable Nunzio Pulice
Mayor, City of Wood Dale
404 N. Wood Dale Rd
Wood Dale, IL 60191

Dear Mayor Pulice,

This letter is in regards to the request for a liquor license. My name is Klinton Patel and I currently own and operate the business Tobacco and more on 419 E Irving Park Rd Wood Dale 60191. We are trying to expand the business by renting out the unit next to us 417 E Irving Park Rd Wood Dale 60191 and combining the two units into one. I believe that by obtaining a liquor license and expanding the business will help the community and my business. Multiple options and competition will always help consumers pick out an establishment with good prices and great service.

Sincerely,

Klinton Patel



PUBLIC WORKS COMMITTEE MINUTES

Committee Date: April 8, 2021
Present: Ald. Catalano, Jakab, Messina, Sorrentino, E. Wesley and Woods
Absent: Ald. Susmarski & R. Wesley
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager Mermuys, Police Chief Vesta, A. Lange, E. Cage, B. Wilson
Meeting Convened at: 7:35 p.m.

APPROVAL OF MINUTES:

Ald. Woods made a motion, seconded by Ald. Messina to approve the minutes of the March 25, 2021 meeting as presented. A voice vote was taken, with all members voting aye.

PRESENTATION BY WILLIAMS ARCHITECTS

CITY OF WOOD DALE PUBLIC WORKS DEPARTMENT FACILITY IMPROVEMENTS CONCEPT PLAN

DISCUSSION:

Director Lange presented the concept plan for the PW Facility Improvement Plan. Mark Bushhouse from Williams Architects reviewed the project history, goals, space needs process, conceptual design development, final conceptual design, conceptual design cost estimate and project schedule.

In 2017 the initial planning process started; since then the adjacent property to the north of the existing facility became available. Purchasing this property will allow the City to bring all divisions together – Streets, Vehicle Maintenance and Water Utilities. This upgrade will focus on the HVAC system, roofing system, new salt dome, new material storage bins and utilize existing spaces to highest extent possible. It was noted the old Water Utilities building is to be demolished.

Williams Architects reviewed all personnel and fleet parking requirements for now and the future, and then reviewed the site and building space needs. Several conceptual design developments were looked at. Mr. Bushhouse shared the final conceptual design and explained how all the space will be used. Ald. Jakab asked where Administration will be located and was advised that area will be moved to the new building. Fuel tanks will remain in the same location with fencing and a gate for school buses and police squads so they can

easily access it. He reviewed the repurposing of the existing PW facility which will most likely require a brand new roof. A new garage has a new drive-through design for vehicles. The roof would extend out to the north for vehicles that don't need to be heated so they will be covered. Plans include a wash bay for cleaning vehicles that could also be an option for washing police cars

Ald. Messina pointed out that originally the cost to build an entire new facility would have been nearly \$28 million. By going this route, the bottom line for the cost estimate for this project is \$11,830,000 which includes soft costs. Mayor Pulice noted this purchased building was bought as part of the TIF area for \$4 million dollars. City Manager Mermuys stated that direction is needed to proceed with this concept plan and that Director Wilson will address the high level finance and obtain input. Separate approval will be requested to move along with signing the design documents.

Mr. Bushouse stated that if Council gives approval for the project, it can be done by November of 2022. Once full design approval is given, they can proceed with full design and start working on remodeling the existing Sollitt building over the winter.

Director Wilson stated the CIP has this project spread out from 2022 to 2025, and this is a more accelerated timeline. There are other projects going on elsewhere within the TIF district and to the east of the TIF district that will require some funding, so the best cost estimate with those projects and the Public Works building is about \$20 million. The TIF is producing \$2.5 to \$3 mill per year so it would be 7 years to do all of that. He will look into more aggressive funding methodologies to get this all done in a more timely manner. Mayor Pulice reiterated that the \$20 million includes everything going on in the TIF, and that this particular project is only a \$15.8 million project.

VOTE:

Ald. E. Wesley made a motion, seconded by Ald. Sorrentino, to move forward with approving final drawings for the concept plan for the new Public Works facility. A roll call vote was taken, with the following results:

Ayes:	Ald. Catalano, Jakab, Messina, Sorrentino, E. Wesley & Woods
Nays:	None
Abstained:	None
Motion:	Carried

REPORT & RECOMMENDATION

APPROVAL OF AGREEMENT WITH HACIENDA LANDSCAPING FOR VETERAN'S MEMORIAL
LANDSCAPE RENOVATIONS

DISCUSSION:

None

VOTE:

Ald. Catalano made a motion, seconded by Ald. Sorrentino, to approve an Agreement with Hacienda Landscaping for the Veteran's Memorial Landscape Renovations in an amount not to exceed \$159,982. A roll call vote was taken with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, E. Wesley & Woods
Nays: None
Abstained: None
Motion: Carried

REPORT & RECOMMENDATION:

DIRECTION ON COMED/ELECTRICAL PANEL PROJECT AT VETERAN'S MEMORIAL AND
MEDALLION LIGHTING

DISCUSSION:

Director Lange reviewed the current electrical situation and provided three options:

- 1) Relocate the panel and adjacent building at a cost of \$17,689
- 2) Install a new control box to enclose it at a cost of \$18,132, or
- 3) Leave the existing panel as is and attempt to screen with bushes at a negligible cost.

Ald. Woods asked why this item was left off of the existing project costs. Director Lange explained it was outside of the scope of the type of landscaper that was being considered.

VOTE:

Ald. Messina made a motion, seconded by Ald. Jakab, to approve Option 3. A roll call vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, E. Wesley & Woods
Nays: None
Abstained: None
Motion: Carried



ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- Ward 2/3 Stormwater Bid Award – April 22, 2021
- Street Program Award – April 22nd
- Stormwater Phase III Easements – May 13th
- I & I Design Work – May 13th
- Street Preventative Maintenance – Summer 2021

ADJOURNMENT:

Ald. Susmarski made a motion, seconded by Ald. Catalano, to adjourn the meeting at 8:11 p.m. Upon a voice vote, the motion carried unanimously.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 22, 2021
Subject: FY 2022 Capital Road Program
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of an Agreement between the City of Wood Dale and Arrow Road Construction Co., for the FY 2022 Capital Road Program in an Amount Not to Exceed \$1,128,241.32

RECOMMENDATION:

Staff Recommends Approval of an Agreement between the City of Wood Dale and Arrow Road Construction Co., for the FY 2022 Capital Road Program in an Amount Not to Exceed \$1,128,241.32.

BACKGROUND:

The City of Wood Dale is responsible for the maintenance and repair of its roadway network as a matter of public health and safety. Each year, roads are programmed to be resurfaced as part of the Capital Road Program. Roads are programmed in coordination with the most recent Street Sufficiency Study and are selected based on condition, location, and in coordination with other capital improvements among other factors. Work includes removal of asphalt surface, base patching and repair, curb and gutter removal and replacement, sidewalk and ADA improvements, and resurfacing. Streets programmed for FY 2022 are as follows:

- Edgewood from Foster to S Thorndale
- Edgewood from Irving Park to Commercial
- Balm from Edgewood to End
- Sunnyside from Wood Dale Road to Oak
- Oak from Montrose to Windsor
- Walnut from Montrose to Windsor
- Elmwood from Montrose to Sunnyside - Reconstruction

Baxter & Woodman is providing design and construction engineering for the project. A bid opening was conducted on April 15, 2021 with the following results:

- Builders Paving - \$1,284,000.00
- Johnson Paving - \$1,181,722.64
- Arrow Road Construction - \$1,128,241.32
- Schroeder Asphalt - \$1,237,583.92
- Plote Construction - \$1,215,932.34
- Brothers Asphalt - \$1,158,214.76
- A Lamp Concrete - \$1,267,129.87
- K-Five Construction - \$1,233,801.39
- RW Dunteman - \$1,358,350.00
- M+J Asphalt - \$1,276,473.17

Baxter & Woodman reviewed the bids for conformance with the plans and specifications and recommend Arrow Road Construction as the lowest responsible bidder.

ANALYSIS:

Engineer's estimate for this work was \$1,414,000. Staff budgeted \$1,250,133 within the CIP for construction costs for the FY 2022 Capital Road Program. This included addition of Elmwood Avenue reconstruction and Walnut Avenue from Montrose to Sunnyside which were approved as a change order to the agreement with Baxter & Woodman. The remaining funds will be used for the City-share of George Street resurfacing which is being completed under Itasca's Road Program.

DOCUMENTS ATTACHED

- ✓ Baxter and Woodman Letter of Recommendation
- ✓ Bid Tabulation
- ✓ Arrow Bid Packet

April 15, 2021

Mayor and City Council
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, Illinois 60191

Attention: Mr. Alan Lange, Director of Public Works

Subject: City of Wood Dale – 2021 Street Improvements

Dear Mayor and City Council:

The following bids were received for the 2021 Street Improvements on April 15, 2021 at 9:00 A.M.:

<u>Bidder</u>	<u>Amount of Bid</u>	
Arrow Road Construction Elk Grove Village, IL	\$1,128,241.32	As read
Brothers Asphalt Paving Addison, IL	\$1,158,214.76	As read
J.A. Johnson Paving Company Arlington Heights, IL	\$1,181,722.64	As Corrected
Plote Construction Hoffman Estates, IL	\$1,215,932.34	As read
K-Five Construction Westmont, IL	\$1,233,801.89	As read
Schroeder Asphalt Services, Inc. Marengo, IL	\$1,237,583.92	As read
A Lamp Concrete Contractors, Inc. Schaumburg, IL	\$1,267,129.87	As read
M & J Asphalt Paving Company Cicero, IL	\$1,276,473.17	As read
Builders Paving, LLC Hillside, IL	\$1,284,000.00	As read
R.W. Dunteman Company Addison, IL	\$1,358,350.00	As read

We have analyzed each of the bids and find Arrow Road Construction to be the lowest, responsible, and responsive Bidder.

The engineer's approved estimate of cost was \$1,414,829.00. Arrow Road Construction's bid was \$286,587.68 (20%) less than the engineer's approved estimate of cost.

Arrow Road Construction has successfully completed similar street projects for the City of Wood Dale and neighboring communities. Based on our past working relationship with Arrow Road Construction, we believe they are qualified to complete the project.

We recommend award of the contract to Arrow Road Construction in the amount of \$1,128,241.32.

After award of the project by the City Council, we will prepare the Contract Documents for execution by the Contractor and the City. An electronic copy of the Bid Tabulation is enclosed.

Please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Jason J Fluhr, P.E., PTOE
JJF: csw

Enc.

CC: Mr. Alan Lange, Director of Public Works
Mr. Joshua S. Harris, P.E., PTOE, Baxter & Woodman, Inc.

No.	Item	QTY	Unit	Engineer's Estimate		Arrow Road Construction		Brothers Asphalt Paving		J.A. Johnson Paving	
				Unit Price	Total Price	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE TRUNK PROTECTION	7	EACH	\$110.00	\$770.00	\$85.00	\$595.00	\$247.20	\$1,730.40	\$85.00	\$595.00
2	TREE ROOT PRUNING	7	EACH	\$105.00	\$735.00	\$68.00	\$476.00	\$247.20	\$1,730.40	\$70.00	\$490.00
3	EARTH EXCAVATION	765	CU YD	\$40.00	\$30,600.00	\$7.00	\$5,355.00	\$35.00	\$26,775.00	\$25.00	\$19,125.00
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	189	CU YD	\$40.00	\$7,560.00	\$7.00	\$1,323.00	\$35.00	\$6,615.00	\$1.00	\$189.00
5	TRENCH BACKFILL	24	CU YD	\$150.00	\$3,600.00	\$35.00	\$840.00	\$41.20	\$988.80	\$40.00	\$960.00
6	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	2,358	SQ YD	\$2.00	\$4,716.00	\$1.85	\$4,362.30	\$2.84	\$6,696.72	\$0.01	\$23.58
7	SUPPLEMENTAL WATERING	34	UNIT	\$20.00	\$680.00	\$50.00	\$1,700.00	\$103.00	\$3,502.00	\$20.00	\$680.00
8	INLET FILTERS	67	EACH	\$125.00	\$8,375.00	\$60.00	\$4,020.00	\$77.25	\$5,175.75	\$75.00	\$5,025.00
9	AGGREGATE SUBGRADE IMPROVEMENT	786	CU YD	\$40.00	\$31,440.00	\$39.80	\$31,282.80	\$30.00	\$23,580.00	\$33.00	\$25,938.00
10	AGGREGATE BASE COURSE, TYPE B 4"	285	SQ YD	\$6.00	\$1,710.00	\$6.00	\$1,710.00	\$5.66	\$1,613.10	\$6.00	\$1,710.00
11	BITUMINOUS MATERIALS (PRIME COAT)	3,492	POUND	\$0.50	\$1,746.00	\$0.01	\$34.92	\$0.10	\$349.20	\$0.01	\$34.92
12	BITUMINOUS MATERIALS (TACK COAT)	21,200	POUND	\$0.20	\$4,240.00	\$0.01	\$212.00	\$0.01	\$212.00	\$0.01	\$212.00
13	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINTS	312	SQ YD	\$10.00	\$3,120.00	\$4.00	\$1,248.00	\$3.00	\$936.00	\$2.25	\$702.00
14	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	2,928	TON	\$80.00	\$234,240.00	\$68.50	\$200,568.00	\$68.00	\$199,104.00	\$61.00	\$178,608.00
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	383	TON	\$80.00	\$30,640.00	\$64.15	\$24,569.45	\$70.00	\$26,810.00	\$65.00	\$24,895.00
16	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	3,125	TON	\$85.00	\$265,625.00	\$68.55	\$214,218.75	\$70.00	\$218,750.00	\$65.00	\$203,125.00
17	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	2,550	SQ FT	\$7.50	\$19,125.00	\$7.00	\$17,850.00	\$7.46	\$19,023.00	\$7.00	\$17,850.00
18	DETECTABLE WARNINGS	80	SQ FT	\$30.00	\$2,400.00	\$25.00	\$2,000.00	\$41.20	\$3,296.00	\$25.00	\$2,000.00
19	HOT-MIX ASPHALT SURFACE REMOVAL 2.75"	30,835	SQ YD	\$3.00	\$92,505.00	\$1.40	\$43,169.00	\$2.30	\$70,920.50	\$2.25	\$69,378.75
20	PAVEMENT REMOVAL	1,552	SQ YD	\$12.00	\$18,624.00	\$17.55	\$27,237.60	\$4.00	\$6,208.00	\$6.00	\$9,312.00
21	CURB REMOVAL	75	FOOT	\$10.00	\$750.00	\$4.50	\$337.50	\$6.18	\$463.50	\$5.00	\$375.00
22	COMBINATION CURB AND GUTTER REMOVAL	1,235	FOOT	\$8.00	\$9,880.00	\$4.00	\$4,940.00	\$5.15	\$6,360.25	\$4.00	\$4,940.00
23	SIDEWALK REMOVAL	2,790	SQ FT	\$2.00	\$5,580.00	\$1.25	\$3,487.50	\$1.28	\$3,571.20	\$4.25	\$11,857.50
24	CLASS D PATCHES, TYPE I, 6 INCH	110	SQ YD	\$46.00	\$5,060.00	\$15.00	\$1,650.00	\$40.00	\$4,400.00	\$25.00	\$2,750.00
25	CLASS D PATCHES, TYPE II, 6 INCH	110	SQ YD	\$44.00	\$4,840.00	\$15.00	\$1,650.00	\$40.00	\$4,400.00	\$25.00	\$2,750.00
26	CLASS D PATCHES, TYPE III, 6 INCH	218	SQ YD	\$42.00	\$9,156.00	\$15.00	\$3,270.00	\$40.00	\$8,720.00	\$25.00	\$5,450.00
27	CLASS D PATCHES, TYPE IV, 6 INCH	327	SQ YD	\$40.00	\$13,080.00	\$15.00	\$4,905.00	\$40.00	\$13,080.00	\$25.00	\$8,175.00
28	CLASS D PATCHES, TYPE I, 9 INCH	201	SQ YD	\$65.00	\$13,065.00	\$23.00	\$4,623.00	\$50.00	\$10,050.00	\$25.00	\$5,025.00
29	CLASS D PATCHES, TYPE II, 9 INCH	201	SQ YD	\$62.00	\$12,462.00	\$23.00	\$4,623.00	\$50.00	\$10,050.00	\$45.00	\$9,045.00
30	CLASS D PATCHES, TYPE III, 9 INCH	401	SQ YD	\$60.00	\$24,060.00	\$23.00	\$9,223.00	\$50.00	\$20,050.00	\$45.00	\$18,045.00
31	CLASS D PATCHES, TYPE IV, 9 INCH	601	SQ YD	\$55.00	\$33,055.00	\$23.00	\$13,823.00	\$50.00	\$30,050.00	\$45.00	\$27,045.00
32	STORM SEWERS, CLASS A, TYPE 2 12"	26	FOOT	\$150.00	\$3,900.00	\$75.00	\$1,950.00	\$82.40	\$2,142.40	\$80.00	\$2,080.00
33	STORM SEWER REMOVAL 15"	10	FOOT	\$15.00	\$150.00	\$12.00	\$120.00	\$15.45	\$154.50	\$15.00	\$150.00
34	PIPE UNDERDRAINS 4"	875	FOOT	\$30.00	\$26,250.00	\$28.00	\$24,500.00	\$30.90	\$27,037.50	\$30.00	\$26,250.00
35	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 9 FRAME AND GRATE	2	EACH	\$2,500.00	\$5,000.00	\$3,915.00	\$7,830.00	\$4,068.50	\$8,137.00	\$3,950.00	\$7,900.00
36	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	2	EACH	\$2,500.00	\$5,000.00	\$3,945.00	\$7,890.00	\$4,120.00	\$8,240.00	\$4,000.00	\$8,000.00
37	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$3,000.00	\$6,000.00	\$3,800.00	\$7,600.00	\$4,017.00	\$8,034.00	\$3,900.00	\$7,800.00
38	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	2	EACH	\$1,500.00	\$3,000.00	\$1,650.00	\$3,300.00	\$1,725.25	\$3,450.50	\$1,700.00	\$3,400.00
39	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12	1,235	FOOT	\$25.00	\$30,875.00	\$19.50	\$24,082.50	\$29.87	\$36,889.45	\$20.00	\$24,700.00
40	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	75	FOOT	\$30.00	\$2,250.00	\$28.00	\$2,100.00	\$51.50	\$3,862.50	\$28.00	\$2,100.00
41	MOBILIZATION	1	LSUM	\$75,000.00	\$75,000.00	\$90,980.00	\$90,980.00	\$11,467.40	\$11,467.40	\$70,880.34	\$70,880.34
42	NON-SPECIAL WASTE DISPOSAL	50	CU YD	\$150.00	\$7,500.00	\$94.50	\$4,725.00	\$70.00	\$3,500.00	\$103.00	\$5,150.00
43	SOIL DISPOSAL ANALYSIS (SPECIAL)	1	L SUM	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$4,584.00	\$4,584.00	\$4,000.00	\$4,000.00
44	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	1	L SUM	\$12,500.00	\$12,500.00	\$10,300.00	\$10,300.00	\$4,795.68	\$4,795.68	\$70,000.00	\$70,000.00
45	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	1	L SUM	\$12,500.00	\$12,500.00	\$1.00	\$1.00	\$2,582.21	\$2,582.21	\$1.00	\$1.00
46	SHORT TERM PAVEMENT MARKING	215	FOOT	\$0.50	\$107.50	\$0.95	\$204.25	\$1.50	\$322.50	\$0.01	\$2.15
47	SHORT TERM PAVEMENT MARKING REMOVAL	215	SQ FT	\$1.00	\$215.00	\$4.45	\$956.75	\$2.00	\$430.00	\$0.01	\$2.15
48	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	3	EACH	\$200.00	\$600.00	\$150.00	\$450.00	\$236.00	\$708.00	\$150.00	\$450.00
49	RELOCATE SIGN PANEL - TYPE 1	30	SQ FT	\$15.00	\$450.00	\$10.00	\$300.00	\$5.15	\$154.50	\$10.00	\$300.00
50	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	81	SQ FT	\$5.50	\$445.50	\$10.00	\$810.00	\$6.69	\$541.89	\$8.50	\$688.50
51	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	762	FOOT	\$1.00	\$762.00	\$2.00	\$1,524.00	\$0.93	\$708.66	\$1.50	\$1,143.00
52	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	685	FOOT	\$2.00	\$1,370.00	\$3.00	\$2,055.00	\$1.30	\$890.50	\$2.25	\$1,541.25
53	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	215	FOOT	\$6.00	\$1,290.00	\$10.00	\$2,150.00	\$5.70	\$1,225.50	\$8.50	\$1,827.50

No.	Item	QTY	Unit	Engineer's Estimate		Arrow Road Construction		Brothers Asphalt Paving		J.A. Johnson Paving	
				Unit Price	Total Price	Unit Price	Total	Unit Price	Total	Unit Price	Total
54	WATER SERVICE REPLACEMENT	6	EACH	\$1,000.00	\$6,000.00	\$4,675.00	\$28,050.00	\$5,150.00	\$30,900.00	\$5,000.00	\$30,000.00
55	WATERMAIN RELOCATION	30	FOOT	\$275.00	\$8,250.00	\$210.00	\$6,300.00	\$242.05	\$7,261.50	\$235.00	\$7,050.00
56	TRENCH BACKFILL (WATER MAIN)	30	FOOT	\$100.00	\$3,000.00	\$18.00	\$540.00	\$22.66	\$679.80	\$22.00	\$660.00
57	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	9	EACH	\$400.00	\$3,600.00	\$325.00	\$2,925.00	\$345.05	\$3,105.45	\$335.00	\$3,015.00
58	INLET (SPECIAL)	1	EACH	\$500.00	\$500.00	\$320.00	\$320.00	\$360.50	\$360.50	\$350.00	\$350.00
59	PIPE DRAINS (SPECIAL), 4"	50	FOOT	\$100.00	\$5,000.00	\$30.00	\$1,500.00	\$30.90	\$1,545.00	\$30.00	\$1,500.00
60	TEMPORARY ACCESS (PRIVATE ENTRANCE)	108	EACH	\$50.00	\$5,400.00	\$7.00	\$756.00	\$20.00	\$2,160.00	\$5.00	\$540.00
61	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	65	EACH	\$120.00	\$7,800.00	\$15.00	\$975.00	\$50.00	\$3,250.00	\$5.00	\$325.00
62	TEMPORARY ACCESS (ROAD)	6	EACH	\$250.00	\$1,500.00	\$65.00	\$390.00	\$100.00	\$600.00	\$5.00	\$30.00
63	PORTLAND CEMENT CONCRETE PAVEMENT (VARIABLE DEPTH)	52	SQ YD	\$200.00	\$10,400.00	\$95.00	\$4,940.00	\$154.50	\$8,034.00	\$95.00	\$4,940.00
64	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	3,580	FOOT	\$31.00	\$110,980.00	\$30.00	\$107,400.00	\$26.26	\$94,010.80	\$30.00	\$107,400.00
65	SANITARY MANHOLES TO BE ADJUSTED	3	EACH	\$1,200.00	\$3,600.00	\$720.00	\$2,160.00	\$772.50	\$2,317.50	\$750.00	\$2,250.00
66	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	22	EACH	\$650.00	\$14,300.00	\$690.00	\$15,180.00	\$772.50	\$16,995.00	\$750.00	\$16,500.00
67	GRADING AND SHAPING SHOULDERS	2,184	FOOT	\$10.00	\$21,840.00	\$4.80	\$10,483.20	\$12.00	\$26,208.00	\$3.00	\$6,552.00
68	PARKWAY RESTORATION (SEEDING)	2,086	SQ YD	\$10.00	\$20,860.00	\$13.00	\$27,118.00	\$7.21	\$15,040.06	\$10.00	\$20,860.00
69	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL AND REPLACEMENT	408	SQ YD	\$50.00	\$20,400.00	\$55.85	\$22,786.80	\$30.00	\$12,240.00	\$43.00	\$17,544.00
70	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT 6"	118	SQ YD	\$80.00	\$9,440.00	\$73.00	\$8,614.00	\$74.16	\$8,750.88	\$73.00	\$8,614.00
71	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT 8"	154	SQ YD	\$85.00	\$13,090.00	\$91.00	\$14,014.00	\$87.55	\$13,482.70	\$91.00	\$14,014.00
72	BRICK DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	63	SQ FT	\$40.00	\$2,520.00	\$25.00	\$1,575.00	\$12.36	\$778.68	\$25.00	\$1,575.00
73	TEMPORARY INFORMATION SIGNING	234	SQ FT	\$20.00	\$4,680.00	\$3.00	\$702.00	\$12.87	\$3,011.58	\$3.00	\$702.00
74	CONSTRUCTION LAYOUT	1	L SUM	\$15,000.00	\$15,000.00	\$5,495.00	\$5,495.00	\$5,659.85	\$5,659.85	\$5,000.00	\$5,000.00
75	DUST CONTROL WATERING	7	UNIT	\$90.00	\$630.00	\$50.00	\$350.00	\$100.00	\$700.00	\$250.00	\$1,750.00
76	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	47	FOOT	\$105.00	\$4,935.00	\$105.00	\$4,935.00	\$128.75	\$6,051.25	\$125.00	\$5,875.00
77	CASH ALLOWANCE	30,000	DOLLAR	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00
TOTAL				\$1,414,829.00		\$1,128,241.32		\$1,158,212.06		\$1,181,722.64	

No.	Item	QTY	Unit	Plote Construction		K-Five Construction		Schroeder Asphalt Services		A Lamp Concrete Contractors	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE TRUNK PROTECTION	7	EACH	\$150.00	\$1,050.00	\$125.00	\$875.00	\$250.00	\$1,750.00	\$50.00	\$350.00
2	TREE ROOT PRUNING	7	EACH	\$200.00	\$1,400.00	\$125.00	\$875.00	\$250.00	\$1,750.00	\$50.00	\$350.00
3	EARTH EXCAVATION	765	CU YD	\$35.00	\$26,775.00	\$25.00	\$19,125.00	\$31.00	\$23,715.00	\$36.00	\$27,540.00
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	189	CU YD	\$35.00	\$6,615.00	\$30.00	\$5,670.00	\$34.00	\$6,426.00	\$15.00	\$2,835.00
5	TRENCH BACKFILL	24	CU YD	\$40.00	\$960.00	\$52.00	\$1,248.00	\$40.00	\$960.00	\$45.00	\$1,080.00
6	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	2,358	SQ YD	\$1.10	\$2,593.80	\$0.01	\$23.58	\$1.00	\$2,358.00	\$1.10	\$2,593.80
7	SUPPLEMENTAL WATERING	34	UNIT	\$1.00	\$34.00	\$10.00	\$340.00	\$100.00	\$3,400.00	\$1.00	\$34.00
8	INLET FILTERS	67	EACH	\$75.00	\$5,025.00	\$100.00	\$6,700.00	\$125.00	\$8,375.00	\$15.00	\$1,005.00
9	AGGREGATE SUBGRADE IMPROVEMENT	786	CU YD	\$35.00	\$27,510.00	\$30.00	\$23,580.00	\$46.00	\$36,156.00	\$35.00	\$27,510.00
10	AGGREGATE BASE COURSE, TYPE B 4"	285	SQ YD	\$6.00	\$1,710.00	\$6.00	\$1,710.00	\$6.00	\$1,710.00	\$4.15	\$1,182.75
11	BITUMINOUS MATERIALS (PRIME COAT)	3,492	POUND	\$0.01	\$34.92	\$0.01	\$34.92	\$0.01	\$34.92	\$0.01	\$34.92
12	BITUMINOUS MATERIALS (TACK COAT)	21,200	POUND	\$0.01	\$212.00	\$0.01	\$212.00	\$0.01	\$212.00	\$0.01	\$212.00
13	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINTS	312	SQ YD	\$6.00	\$1,872.00	\$5.00	\$1,560.00	\$5.00	\$1,560.00	\$8.00	\$2,496.00
14	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	2,928	TON	\$66.00	\$193,248.00	\$64.00	\$187,392.00	\$74.00	\$216,672.00	\$72.00	\$210,816.00
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	383	TON	\$64.00	\$24,512.00	\$62.00	\$23,746.00	\$74.00	\$28,342.00	\$74.00	\$28,342.00
16	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	3,125	TON	\$65.00	\$203,125.00	\$64.00	\$200,000.00	\$76.00	\$237,500.00	\$72.00	\$225,000.00
17	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	2,550	SQ FT	\$7.00	\$17,850.00	\$8.00	\$20,400.00	\$7.00	\$17,850.00	\$6.35	\$16,192.50
18	DETECTABLE WARNINGS	80	SQ FT	\$25.00	\$2,000.00	\$30.00	\$2,400.00	\$25.00	\$2,000.00	\$30.00	\$2,400.00
19	HOT-MIX ASPHALT SURFACE REMOVAL 2.75"	30,835	SQ YD	\$3.75	\$115,631.25	\$2.95	\$90,963.25	\$2.35	\$72,462.25	\$3.20	\$98,672.00
20	PAVEMENT REMOVAL	1,552	SQ YD	\$9.50	\$14,744.00	\$10.00	\$15,520.00	\$7.25	\$11,252.00	\$10.35	\$16,063.20
21	CURB REMOVAL	75	FOOT	\$4.50	\$337.50	\$6.00	\$450.00	\$5.00	\$375.00	\$4.45	\$333.75
22	COMBINATION CURB AND GUTTER REMOVAL	1,235	FOOT	\$5.10	\$6,298.50	\$4.00	\$4,940.00	\$5.00	\$6,175.00	\$4.45	\$5,495.75
23	SIDEWALK REMOVAL	2,790	SQ FT	\$1.25	\$3,487.50	\$1.50	\$4,185.00	\$1.25	\$3,487.50	\$1.15	\$3,208.50
24	CLASS D PATCHES, TYPE I, 6 INCH	110	SQ YD	\$18.00	\$1,980.00	\$18.00	\$1,980.00	\$49.00	\$5,390.00	\$30.00	\$3,300.00
25	CLASS D PATCHES, TYPE II, 6 INCH	110	SQ YD	\$18.00	\$1,980.00	\$16.00	\$1,760.00	\$48.00	\$5,280.00	\$30.00	\$3,300.00
26	CLASS D PATCHES, TYPE III, 6 INCH	218	SQ YD	\$18.00	\$3,924.00	\$15.00	\$3,270.00	\$45.00	\$9,810.00	\$25.00	\$5,450.00
27	CLASS D PATCHES, TYPE IV, 6 INCH	327	SQ YD	\$18.00	\$5,886.00	\$15.00	\$4,905.00	\$42.00	\$13,734.00	\$25.00	\$8,175.00
28	CLASS D PATCHES, TYPE I, 9 INCH	201	SQ YD	\$25.00	\$5,025.00	\$25.00	\$5,025.00	\$64.00	\$12,864.00	\$35.00	\$7,035.00
29	CLASS D PATCHES, TYPE II, 9 INCH	201	SQ YD	\$25.00	\$5,025.00	\$24.00	\$4,824.00	\$63.00	\$12,663.00	\$35.00	\$7,035.00
30	CLASS D PATCHES, TYPE III, 9 INCH	401	SQ YD	\$25.00	\$10,025.00	\$23.00	\$9,223.00	\$59.00	\$23,659.00	\$30.00	\$12,030.00
31	CLASS D PATCHES, TYPE IV, 9 INCH	601	SQ YD	\$25.00	\$15,025.00	\$22.00	\$13,222.00	\$58.00	\$34,858.00	\$30.00	\$18,030.00
32	STORM SEWERS, CLASS A, TYPE 2 12"	26	FOOT	\$80.00	\$2,080.00	\$120.00	\$3,120.00	\$80.00	\$2,080.00	\$80.00	\$2,080.00
33	STORM SEWER REMOVAL 15"	10	FOOT	\$15.00	\$150.00	\$70.00	\$700.00	\$15.00	\$150.00	\$14.00	\$140.00
34	PIPE UNDERDRAINS 4"	875	FOOT	\$30.00	\$26,250.00	\$45.00	\$39,375.00	\$30.00	\$26,250.00	\$25.00	\$21,875.00
35	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 9 FRAME AND GRATE	2	EACH	\$3,950.00	\$7,900.00	\$4,000.00	\$8,000.00	\$3,950.00	\$7,900.00	\$3,500.00	\$7,000.00
36	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	2	EACH	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$3,800.00	\$7,600.00
37	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$3,900.00	\$7,800.00	\$6,250.00	\$12,500.00	\$3,900.00	\$7,800.00	\$4,200.00	\$8,400.00
38	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	2	EACH	\$1,675.00	\$3,350.00	\$2,300.00	\$4,600.00	\$1,675.00	\$3,350.00	\$2,000.00	\$4,000.00
39	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12	1,235	FOOT	\$19.50	\$24,082.50	\$20.00	\$24,700.00	\$19.50	\$24,082.50	\$22.00	\$27,170.00
40	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	75	FOOT	\$28.00	\$2,100.00	\$30.00	\$2,250.00	\$28.00	\$2,100.00	\$23.00	\$1,725.00
41	MOBILIZATION	1	LSUM	\$72,000.00	\$72,000.00	\$156,927.39	\$156,927.39	\$38,600.00	\$38,600.00	\$70,000.00	\$70,000.00
42	NON-SPECIAL WASTE DISPOSAL	50	CU YD	\$65.00	\$3,250.00	\$150.00	\$7,500.00	\$90.00	\$4,500.00	\$100.00	\$5,000.00
43	SOIL DISPOSAL ANALYSIS (SPECIAL)	1	L SUM	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$1,750.00	\$1,750.00
44	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	1	L SUM	\$39,700.00	\$39,700.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$91,000.00	\$91,000.00
45	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	1	L SUM	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
46	SHORT TERM PAVEMENT MARKING	215	FOOT	\$0.35	\$75.25	\$1.00	\$215.00	\$2.00	\$430.00	\$2.00	\$430.00
47	SHORT TERM PAVEMENT MARKING REMOVAL	215	SQ FT	\$0.01	\$2.15	\$1.00	\$215.00	\$2.00	\$430.00	\$1.00	\$215.00
48	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	3	EACH	\$150.00	\$450.00	\$125.00	\$375.00	\$275.00	\$825.00	\$250.00	\$750.00
49	RELOCATE SIGN PANEL - TYPE 1	30	SQ FT	\$10.00	\$300.00	\$18.00	\$540.00	\$19.50	\$585.00	\$10.00	\$300.00
50	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	81	SQ FT	\$6.50	\$526.50	\$7.00	\$567.00	\$10.00	\$810.00	\$9.00	\$729.00
51	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	762	FOOT	\$0.91	\$693.42	\$1.00	\$762.00	\$1.50	\$1,143.00	\$1.10	\$838.20
52	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	685	FOOT	\$1.27	\$869.95	\$1.25	\$856.25	\$2.25	\$1,541.25	\$2.50	\$1,712.50
53	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	215	FOOT	\$5.54	\$1,191.10	\$10.00	\$2,150.00	\$7.50	\$1,612.50	\$9.00	\$1,935.00

No.	Item	QTY	Unit	Plote Construction		K-Five Construction		Schroeder Asphalt Services		A Lamp Concrete Contractors	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
54	WATER SERVICE REPLACEMENT	6	EACH	\$5,000.00	\$30,000.00	\$3,775.00	\$22,650.00	\$5,000.00	\$30,000.00	\$3,000.00	\$18,000.00
55	WATERMAIN RELOCATION	30	FOOT	\$235.00	\$7,050.00	\$575.00	\$17,250.00	\$235.00	\$7,050.00	\$200.00	\$6,000.00
56	TRENCH BACKFILL (WATER MAIN)	30	FOOT	\$22.00	\$660.00	\$40.00	\$1,200.00	\$22.00	\$660.00	\$20.00	\$600.00
57	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	9	EACH	\$335.00	\$3,015.00	\$400.00	\$3,600.00	\$335.00	\$3,015.00	\$400.00	\$3,600.00
58	INLET (SPECIAL)	1	EACH	\$350.00	\$350.00	\$900.00	\$900.00	\$350.00	\$350.00	\$1,500.00	\$1,500.00
59	PIPE DRAINS (SPECIAL), 4"	50	FOOT	\$30.00	\$1,500.00	\$66.00	\$3,300.00	\$30.00	\$1,500.00	\$35.00	\$1,750.00
60	TEMPORARY ACCESS (PRIVATE ENTRANCE)	108	EACH	\$1.00	\$108.00	\$20.00	\$2,160.00	\$40.00	\$4,320.00	\$50.00	\$5,400.00
61	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	65	EACH	\$1.00	\$65.00	\$50.00	\$3,250.00	\$125.00	\$8,125.00	\$150.00	\$9,750.00
62	TEMPORARY ACCESS (ROAD)	6	EACH	\$1.00	\$6.00	\$50.00	\$300.00	\$500.00	\$3,000.00	\$200.00	\$1,200.00
63	PORTLAND CEMENT CONCRETE PAVEMENT (VARIABLE DEPTH)	52	SQ YD	\$95.00	\$4,940.00	\$100.00	\$5,200.00	\$95.00	\$4,940.00	\$75.00	\$3,900.00
64	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	3,580	FOOT	\$30.00	\$107,400.00	\$30.00	\$107,400.00	\$30.00	\$107,400.00	\$28.00	\$100,240.00
65	SANITARY MANHOLES TO BE ADJUSTED	3	EACH	\$750.00	\$2,250.00	\$900.00	\$2,700.00	\$750.00	\$2,250.00	\$850.00	\$2,550.00
66	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	22	EACH	\$750.00	\$16,500.00	\$825.00	\$18,150.00	\$750.00	\$16,500.00	\$750.00	\$16,500.00
67	GRADING AND SHAPING SHOULDERS	2,184	FOOT	\$5.00	\$10,920.00	\$1.75	\$3,822.00	\$4.50	\$9,828.00	\$4.00	\$8,736.00
68	PARKWAY RESTORATION (SEEDING)	2,086	SQ YD	\$11.00	\$22,946.00	\$9.25	\$19,295.50	\$7.00	\$14,602.00	\$5.00	\$10,430.00
69	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL AND REPLACEMENT	408	SQ YD	\$75.00	\$30,600.00	\$35.00	\$14,280.00	\$23.50	\$9,588.00	\$40.00	\$16,320.00
70	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT 6"	118	SQ YD	\$73.00	\$8,614.00	\$70.00	\$8,260.00	\$73.00	\$8,614.00	\$68.00	\$8,024.00
71	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT 8"	154	SQ YD	\$91.00	\$14,014.00	\$91.00	\$14,014.00	\$91.00	\$14,014.00	\$85.00	\$13,090.00
72	BRICK DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	63	SQ FT	\$25.00	\$1,575.00	\$20.00	\$1,260.00	\$12.00	\$756.00	\$20.00	\$1,260.00
73	TEMPORARY INFORMATION SIGNING	234	SQ FT	\$3.00	\$702.00	\$12.00	\$2,808.00	\$14.00	\$3,276.00	\$15.00	\$3,510.00
74	CONSTRUCTION LAYOUT	1	L SUM	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00
75	DUST CONTROL WATERING	7	UNIT	\$25.00	\$175.00	\$50.00	\$350.00	\$250.00	\$1,750.00	\$1.00	\$7.00
76	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	47	FOOT	\$125.00	\$5,875.00	\$120.00	\$5,640.00	\$125.00	\$5,875.00	\$120.00	\$5,640.00
77	CASH ALLOWANCE	30,000	DOLLAR	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00
TOTAL				\$1,215,932.34		\$1,233,801.89		\$1,237,583.92		\$1,267,259.87	

No.	Item	QTY	Unit	M & J Asphalt Paving		Builders Paving		R.W. Dunteman	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE TRUNK PROTECTION	7	EACH	\$125.00	\$875.00	\$125.00	\$875.00	\$240.00	\$1,680.00
2	TREE ROOT PRUNING	7	EACH	\$125.00	\$875.00	\$200.00	\$1,400.00	\$240.00	\$1,680.00
3	EARTH EXCAVATION	765	CU YD	\$40.00	\$30,600.00	\$40.00	\$30,600.00	\$37.50	\$28,687.50
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	189	CU YD	\$40.00	\$7,560.00	\$40.00	\$7,560.00	\$50.00	\$9,450.00
5	TRENCH BACKFILL	24	CU YD	\$23.00	\$552.00	\$40.00	\$960.00	\$23.00	\$552.00
6	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	2,358	SQ YD	\$0.70	\$1,650.60	\$2.25	\$5,305.50	\$2.00	\$4,716.00
7	SUPPLEMENTAL WATERING	34	UNIT	\$200.00	\$6,800.00	\$100.00	\$3,400.00	\$40.00	\$1,360.00
8	INLET FILTERS	67	EACH	\$125.00	\$8,375.00	\$75.00	\$5,025.00	\$125.00	\$8,375.00
9	AGGREGATE SUBGRADE IMPROVEMENT	786	CU YD	\$37.00	\$29,082.00	\$35.00	\$27,510.00	\$41.50	\$32,619.00
10	AGGREGATE BASE COURSE, TYPE B 4"	285	SQ YD	\$6.50	\$1,852.50	\$6.00	\$1,710.00	\$13.00	\$3,705.00
11	BITUMINOUS MATERIALS (PRIME COAT)	3,492	POUND	\$0.01	\$34.92	\$0.01	\$34.92	\$0.10	\$349.20
12	BITUMINOUS MATERIALS (TACK COAT)	21,200	POUND	\$0.01	\$212.00	\$0.01	\$212.00	\$0.01	\$212.00
13	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINTS	312	SQ YD	\$12.00	\$3,744.00	\$25.00	\$7,800.00	\$15.00	\$4,680.00
14	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	2,928	TON	\$72.00	\$210,816.00	\$63.00	\$184,464.00	\$73.50	\$215,208.00
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	383	TON	\$70.00	\$26,810.00	\$62.00	\$23,746.00	\$70.00	\$26,810.00
16	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	3,125	TON	\$72.00	\$225,000.00	\$63.00	\$196,875.00	\$70.00	\$218,750.00
17	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	2,550	SQ FT	\$6.50	\$16,575.00	\$7.00	\$17,850.00	\$5.50	\$14,025.00
18	DETECTABLE WARNINGS	80	SQ FT	\$26.00	\$2,080.00	\$25.00	\$2,000.00	\$34.50	\$2,760.00
19	HOT-MIX ASPHALT SURFACE REMOVAL 2.75"	30,835	SQ YD	\$2.60	\$80,171.00	\$3.00	\$92,505.00	\$4.00	\$123,340.00
20	PAVEMENT REMOVAL	1,552	SQ YD	\$7.00	\$10,864.00	\$6.50	\$10,088.00	\$10.25	\$15,908.00
21	CURB REMOVAL	75	FOOT	\$7.00	\$525.00	\$4.50	\$337.50	\$9.00	\$675.00
22	COMBINATION CURB AND GUTTER REMOVAL	1,235	FOOT	\$7.00	\$8,645.00	\$4.00	\$4,940.00	\$5.00	\$6,175.00
23	SIDEWALK REMOVAL	2,790	SQ FT	\$1.50	\$4,185.00	\$1.25	\$3,487.50	\$2.00	\$5,580.00
24	CLASS D PATCHES, TYPE I, 6 INCH	110	SQ YD	\$37.00	\$4,070.00	\$80.00	\$8,800.00	\$70.00	\$7,700.00
25	CLASS D PATCHES, TYPE II, 6 INCH	110	SQ YD	\$37.00	\$4,070.00	\$68.00	\$7,480.00	\$60.00	\$6,600.00
26	CLASS D PATCHES, TYPE III, 6 INCH	218	SQ YD	\$35.00	\$7,630.00	\$59.00	\$12,862.00	\$50.00	\$10,900.00
27	CLASS D PATCHES, TYPE IV, 6 INCH	327	SQ YD	\$35.00	\$11,445.00	\$52.00	\$17,004.00	\$45.00	\$14,715.00
28	CLASS D PATCHES, TYPE I, 9 INCH	201	SQ YD	\$58.00	\$11,658.00	\$104.00	\$20,904.00	\$100.00	\$20,100.00
29	CLASS D PATCHES, TYPE II, 9 INCH	201	SQ YD	\$58.00	\$11,658.00	\$96.00	\$19,296.00	\$85.00	\$17,085.00
30	CLASS D PATCHES, TYPE III, 9 INCH	401	SQ YD	\$52.00	\$20,852.00	\$84.00	\$33,684.00	\$80.00	\$32,080.00
31	CLASS D PATCHES, TYPE IV, 9 INCH	601	SQ YD	\$52.00	\$31,252.00	\$75.00	\$45,075.00	\$70.00	\$42,070.00
32	STORM SEWERS, CLASS A, TYPE 2 12"	26	FOOT	\$58.00	\$1,508.00	\$80.00	\$2,080.00	\$58.00	\$1,508.00
33	STORM SEWER REMOVAL 15"	10	FOOT	\$10.00	\$100.00	\$15.00	\$150.00	\$10.00	\$100.00
34	PIPE UNDERDRAINS 4"	875	FOOT	\$42.00	\$36,750.00	\$30.00	\$26,250.00	\$42.00	\$36,750.00
35	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 9 FRAME AND GRATE	2	EACH	\$4,150.00	\$8,300.00	\$3,950.00	\$7,900.00	\$4,150.00	\$8,300.00
36	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	2	EACH	\$4,150.00	\$8,300.00	\$4,000.00	\$8,000.00	\$4,150.00	\$8,300.00
37	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$5,950.00	\$11,900.00	\$3,900.00	\$7,800.00	\$5,950.00	\$11,900.00
38	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	2	EACH	\$2,100.00	\$4,200.00	\$1,675.00	\$3,350.00	\$2,100.00	\$4,200.00
39	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12	1,235	FOOT	\$28.00	\$34,580.00	\$19.50	\$24,082.50	\$20.25	\$25,008.75
40	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	75	FOOT	\$32.00	\$2,400.00	\$28.00	\$2,100.00	\$25.00	\$1,875.00
41	MOBILIZATION	1	LSUM	\$3,900.00	\$3,900.00	\$60,875.33	\$60,875.33	\$35,132.30	\$35,132.30
42	NON-SPECIAL WASTE DISPOSAL	50	CU YD	\$75.00	\$3,750.00	\$125.00	\$6,250.00	\$70.00	\$3,500.00
43	SOIL DISPOSAL ANALYSIS (SPECIAL)	1	L SUM	\$5,000.00	\$5,000.00	\$1,850.00	\$1,850.00	\$2,500.00	\$2,500.00
44	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	1	L SUM	\$24,500.00	\$24,500.00	\$25,000.00	\$25,000.00	\$9,300.00	\$9,300.00
45	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	1	L SUM	\$3,650.00	\$3,650.00	\$1.00	\$1.00	\$1.00	\$1.00
46	SHORT TERM PAVEMENT MARKING	215	FOOT	\$4.00	\$860.00	\$2.50	\$537.50	\$2.00	\$430.00
47	SHORT TERM PAVEMENT MARKING REMOVAL	215	SQ FT	\$4.00	\$860.00	\$2.00	\$430.00	\$2.00	\$430.00
48	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	3	EACH	\$230.00	\$690.00	\$150.00	\$450.00	\$150.00	\$450.00
49	RELOCATE SIGN PANEL - TYPE 1	30	SQ FT	\$5.00	\$150.00	\$10.00	\$300.00	\$10.00	\$300.00
50	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	81	SQ FT	\$8.50	\$688.50	\$8.00	\$648.00	\$6.50	\$526.50
51	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	762	FOOT	\$1.45	\$1,104.90	\$1.00	\$762.00	\$1.00	\$762.00
52	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	685	FOOT	\$2.25	\$1,541.25	\$2.25	\$1,541.25	\$1.30	\$890.50
53	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	215	FOOT	\$8.50	\$1,827.50	\$8.00	\$1,720.00	\$5.55	\$1,193.25

No.	Item	QTY	Unit	M & J Asphalt Paving		Builders Paving		R.W. Dunteman	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
54	WATER SERVICE REPLACEMENT	6	EACH	\$5,150.00	\$30,900.00	\$5,000.00	\$30,000.00	\$5,150.00	\$30,900.00
55	WATERMAIN RELOCATION	30	FOOT	\$585.00	\$17,550.00	\$235.00	\$7,050.00	\$585.00	\$17,550.00
56	TRENCH BACKFILL (WATER MAIN)	30	FOOT	\$54.00	\$1,620.00	\$22.00	\$660.00	\$54.00	\$1,620.00
57	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	9	EACH	\$350.00	\$3,150.00	\$335.00	\$3,015.00	\$350.00	\$3,150.00
58	INLET (SPECIAL)	1	EACH	\$1,850.00	\$1,850.00	\$350.00	\$350.00	\$1,850.00	\$1,850.00
59	PIPE DRAINS (SPECIAL), 4"	50	FOOT	\$60.00	\$3,000.00	\$30.00	\$1,500.00	\$60.00	\$3,000.00
60	TEMPORARY ACCESS (PRIVATE ENTRANCE)	108	EACH	\$54.00	\$5,832.00	\$90.00	\$9,720.00	\$95.00	\$10,260.00
61	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	65	EACH	\$108.00	\$7,020.00	\$90.00	\$5,850.00	\$145.00	\$9,425.00
62	TEMPORARY ACCESS (ROAD)	6	EACH	\$80.00	\$480.00	\$160.00	\$960.00	\$250.00	\$1,500.00
63	PORTLAND CEMENT CONCRETE PAVEMENT (VARIABLE DEPTH)	52	SQ YD	\$81.00	\$4,212.00	\$95.00	\$4,940.00	\$84.00	\$4,368.00
64	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	3,580	FOOT	\$36.00	\$128,880.00	\$30.00	\$107,400.00	\$30.00	\$107,400.00
65	SANITARY MANHOLES TO BE ADJUSTED	3	EACH	\$985.00	\$2,955.00	\$750.00	\$2,250.00	\$985.00	\$2,955.00
66	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	22	EACH	\$650.00	\$14,300.00	\$750.00	\$16,500.00	\$650.00	\$14,300.00
67	GRADING AND SHAPING SHOULDERS	2,184	FOOT	\$2.25	\$4,914.00	\$1.00	\$2,184.00	\$6.50	\$14,196.00
68	PARKWAY RESTORATION (SEEDING)	2,086	SQ YD	\$13.00	\$27,118.00	\$7.00	\$14,602.00	\$10.50	\$21,903.00
69	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL AND REPLACEMENT	408	SQ YD	\$32.00	\$13,056.00	\$80.00	\$32,640.00	\$52.50	\$21,420.00
70	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT 6"	118	SQ YD	\$71.00	\$8,378.00	\$73.00	\$8,614.00	\$49.00	\$5,782.00
71	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT 8"	154	SQ YD	\$81.00	\$12,474.00	\$91.00	\$14,014.00	\$56.50	\$8,701.00
72	BRICK DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	63	SQ FT	\$65.00	\$4,095.00	\$12.00	\$756.00	\$40.00	\$2,520.00
73	TEMPORARY INFORMATION SIGNING	234	SQ FT	\$12.50	\$2,925.00	\$3.00	\$702.00	\$3.00	\$702.00
74	CONSTRUCTION LAYOUT	1	L SUM	\$7,550.00	\$7,550.00	\$7,500.00	\$7,500.00	\$5,900.00	\$5,900.00
75	DUST CONTROL WATERING	7	UNIT	\$180.00	\$1,260.00	\$150.00	\$1,050.00	\$167.00	\$1,169.00
76	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	47	FOOT	\$125.00	\$5,875.00	\$125.00	\$5,875.00	\$125.00	\$5,875.00
77	CASH ALLOWANCE	30,000	DOLLAR	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00
TOTAL				\$1,276,473.17		\$1,284,000.00		\$1,358,350.00	

RETURN WITH PROPOSAL

Submitted By: Nick Eichenold

Company Name: Arrow Road Construction Company

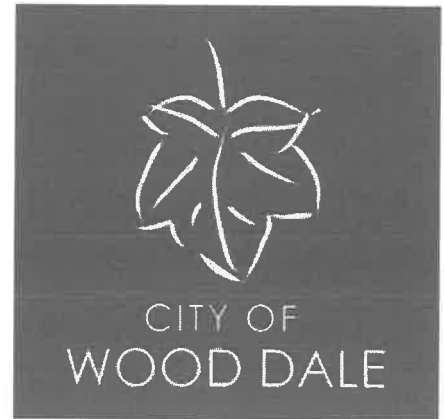
Contact Person: Nick Eichenold

Address: 1445 Oakton Street

City, State, Zip: Elk Grove Village, IL 60007

Telephone: 847-437-0700

Fax: 847-437-6887



**City of Wood Dale
DuPage County, Illinois**

**NOTICE TO CONTRACTORS
CONTRACT DOCUMENTS
SPECIFICATIONS**

FOR

**CITY OF WOOD DALE, ILLINOIS
2021 Street Improvements**

Nunzio Pulice, Mayor
Lynn Curiale, City Clerk

Prepared By:

City of Wood Dale, Public Works Department
404 N. Wood Dale Road
Wood Dale, Illinois 60191

RETURN WITH PROPOSAL

CITY OF WOOD DALE, ILLINOIS 2021 Street Improvements

-PROPOSAL-

Honorable Mayor and City Council
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Ladies and Gentlemen:

The undersigned does hereby state he has examined the Instructions to Bidders, Special Instructions, Proposal, Sample Contract, Specifications, Certifications, and all other documents, and all work shall be done in accordance With the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, and appliances, and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company: Arrow Road Construction Company

Address: 1445 Oakton Street

City, State, Zip: Elk Grove Village, IL 60007

Signed:  Date: 4/15/21

Title: John F. Healy, President

*** Continued on next page.**

RETURN WITH PROPOSAL

TOTAL BID PRICE: \$ See Schedule of Prices _____

- NOTE: Please identify any deviations from the enclosed specifications, or indicate none.

None

RETURN WITH PROPOSAL

The undersigned acknowledges receipt of addenda as follows:

Addendum, No. 1, dated 4-8-21

No. _____, dated _____

No. _____, dated _____

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instructions to Bidders and Specifications within ten (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the proposal date unless the bidder, upon request of the City of Wood Dale, agrees to an extension.

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.

RETURN WITH PROPOSAL

The undersigned further agrees to begin work within ten (10) working days after the executions and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

Witness our Hand(s) and Seal this 15th day of April, 2021.
my/our

If an individual, sign
and give address.

Address _____

If partnership, sign all
individual names and
give address of each
partner.

Partnership Name

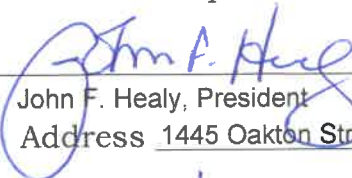
Name and address
of individual partners.


Address _____

If corporation, officers duly
authorized should sign,
attach corporate seal.

Arrow Road Construction Company
Corporate Name

ATTEST:



John F. Healy, President
Address 1445 Oakton Street, Elk Grove Village, IL 60007
By 

John F. Healy, Jr., Secretary

Secretary

CORPORATE SEAL

RETURN WITH PROPOSAL

CITY OF WOOD DALE, ILLINOIS 2021 Street Improvements

CONTRACT

This CONTRACT, made and entered into this _____ day of _____, 2021, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “City”), and Arrow Road Construction Company _____ an ~~Illinois~~ Delaware corporation (hereinafter “Contractor”);

RECITALS

WHEREAS, the City desires to engage the Contractor to provide (hereinafter “Work”), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the “Notice to Bidders”, “Instructions to Bidders”, “Special Instructions”, “Specifications”, and “Special Provisions” prepared by the City of Wood Dale. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

II. PERFORMANCE OF WORK

Accomplish same in the accord with the Plans and Specifications in full compliance with all of the terms The Contractor shall perform all Work, furnishing all materials and labor, and shall of this Agreement and the requirements of the City.

III. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be reimbursed in accordance with the Proposal. The City shall make payments to the Contractor within thirty (30) days after completion of the Work and upon receipt of an invoice in a format approved by the City.

IV. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent

for the City for any purpose whatsoever.

V. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VI. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

VII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

VIII. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

XXI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

XXII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

XXIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys
City Manager
404 N. Wood Dale Road
Wood Dale, Illinois 60191

With a copy to:

Lynn Curiale
City Clerk
404 N. Wood Dale Road
Wood Dale, Illinois 60191

If to Contractor:

Arrow Road Construction Company
1445 Oakton Street
Elk Grove Village, IL 60007

Attention, John F. Healy President

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:


ATTEST:

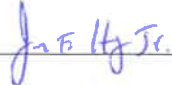
City Manager

City Clerk

Arrow Road Construction Company
CONTRACTOR: *

ATTEST:

By 
Its John F. Healy, President

By 
Its John F. Healy, Jr., Secretary

*Contractor will sign contract and submit with the bid proposal; copies of the contract will be provided to Contractor after Bid award.

RETURN WITH PROPOSAL

CITY OF WOOD DALE, ILLINOIS 2021 Street Improvements

-DISCLOSURE OF BENEFICIARIES-

In compliance with City of Wood Dale Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the City of Wood Dale:

1. Applicant: Arrow Road Construction Company
Name
1445 Oakton Street, Elk Grove Village, IL 60007
Address

2. Nature of Transaction Sought; for example, license permit approval or sale of products, services, or miscellaneous (explain miscellaneous):
City of Wood Dale - 2021 Street Improvements

3. Nature of Applicant: (Please check one)
 - a. Natural Person: _____
 - b. Corporation: x
 - c. Land Trust/Trustee: _____
 - d. Trust/Trustee: _____
 - e. Partnership: _____
 - f. Joint Venture: _____

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:
Producer of Asphalt Paving Materials and Paving Contractor

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5 percent shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

Name	Address	Interest
a. John F. Healy and Related Trusts	1445 Oakton Street, Elk Grove Village, IL 60007	100%
b.		
c.		

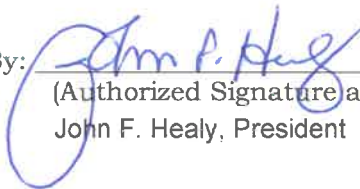
Name, address, and capacity of person making this disclosure on behalf of the applicant:

John F. Healy, President, 1445 Oakton Street, Elk Grove Village, IL 60007

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

VERIFICATION

I, John F. Healy, President, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By: 
 (Authorized Signature and Title)
 John F. Healy, President

Subscribed and sworn to before me this 15th day
 of April, 2021



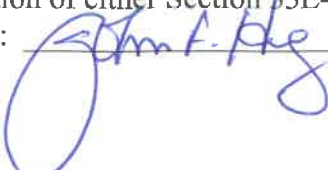
Notary Public

SEAL



CITY OF WOOD DALE
BID CERTIFICATION FORM

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11
OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that Arrow Road Construction
Company is not barred from bidding on this
contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois
Criminal Code of 1961. Signed: 
Date: 4/15/21
Title: John F. Healy, President

**INTERFERENCE WITH PUBLIC CONTRACTING -- BID RIGGING AND
ROTATING -- KICKBACKS -- BRIBERY**

PUBLIC ACT 85-1295
S.B. 2002

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended. Be it enacted by the People of the State of Illinois, represented in the General Assembly: Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, noncollusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another. He engages in a patten over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted

of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

Bidder hereby certifies:

- A. That this bid is genuine and it not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: 4/15/21
Date

FIRM NAME: Arrow Road Construction Company

ADDRESS: 1445 Oakton Street, Elk Grove Village, IL 60007

SIGNED BY: *John F. Healy* 4/15/21
(Signature and Date)
John F. Healy, President
(Title)

ATTEST: *John F. Healy, Jr.*
(Secretary) John F. Healy, Jr., Secretary

Subscribed and sworn to before me this 15th day of April 2021.

(Notary Public) *Cherie Lynn Brown*



CITY OF WOOD DALE

404 NORTH WOOD DALE ROAD
WOOD DALE, ILLINOIS 60191

CERTIFICATE

Arrow Road Construction Company _____ (hereinafter referred to as
"Contractor") having submitted a bid/proposal for Asphalt Paving _____ to the City
of Wood Dale, DuPage County, Illinois, for
2021 Street Improvements _____, hereby certifies that:

5/2-105(A) (4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgement of protection of a complainant against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____

Authorized Agent of Contractor

John F. Healy, President

Subscribed and sworn to before me on this 15th day of April 2021.

Cherie Lynn Brown

Notary Public

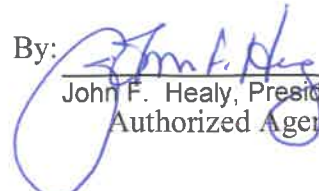


CITY OF WOOD DALE
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Ill. Rev. Stat. ch. 127 paragraph 132.311 et. seq. ("Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace:
 - (2) The grantee's or contractor's policy of maintaining drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violation.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under par (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: 4/15/21
Arrow Road Construction Company

By: 
John F. Healy, President
Authorized Agent of Contractor

RETURN WITH PROPOSAL

CITY OF WOOD DALE, ILLINOIS 2021 Street Improvements

-CERTIFICATIONS-

John F. Healy, being first duly sworn, deposes and says that he is President of (Partner, Officer, Owner, etc.)

Arrow Road Construction Company
(Corporation / Company)

and that he is cognizant of the following statutory requirements and under penalty of perjury certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding;, and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the City of Wood Dale because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1 -101 et seq.).

Equal Employment Opportunities-Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities--Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

INDIVIDUAL:

Signature of Bidder: _____

Business Address: _____

Business Phone Number: _____

Subscribed and Sworn
before me this _____
day of _____, 2021

PARTNERSHIP:

Partnership Name: _____

Signed By: _____

Business Address: _____

Business Phone Number: _____

Insert Names and Addresses of All Partners:

CORPORATION:

Corporate Name: Arrow Road Construction Company

Signed By: 

Title: John F. Healy, President

Business Address: 1445 Oakton Street, Elk Grove Village, IL 60007

Business Phone Number: 847-437-0700

Insert Names of Corporate Officers

President: John F. Healy

Secretary: John F. Healy, Jr.

Treasurer: Michael J. Salmon

Attest: 

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Wood Dale	DuPage		2021 Street Improvements

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City Manager,
 404 N. Wood Dale Road, Wood Dale, IL 60191 Name of Office
 until 9:00 AM on 04/15/21
Address Time Date

Sealed proposals will be opened and read publicly at the office of City Manager,
 404 N. Wood Dale Road, Wood Dale, IL 60191 Name of Office
 at 9:00 AM on 04/15/21
Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Various Streets in the City of Wood Dale	9427 Feet

Proposed Improvement
 Proposed Improvement work consists of hot-mix asphalt surface and binder removal & replacement; aggregate sub-grade improvement; Portland cement concrete sidewalk removal and replacement; combination concrete curb & gutter removal and replacement; adjustment of structures; installation of drainage pipe and structures; driveway restoration; parkway restoration; pavement markings; and other incidental and miscellaneous items.

1. Plans and proposal forms will be available in the office of
 to prospective bidders by contacting Baxter & Woodman, Inc. (815) 444-3271 (Contact - Josh Harris jharris@baxterwoodman.com) for access information to www.bhfxplanroom.com where paper documents can be obtained upon payment of \$50.00 (non-refundable) or downloaded from their website for \$25.00 (non-refundable).

2. Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. ~~Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)~~
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals

received after the time specified will be returned to the bidder unopened.

- 9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Wood Dale	DuPage		2021 Street Improvements

PROPOSAL

- Proposal of Arrow Road Construction Company
 Contractor's Name
1445 Oakton Street, Elk Grove Village, IL 60007
 Contractor's Address
- The plans for the proposed work are those prepared by Baxter & Woodman, Inc.
 and approved by the Department of Transportation on N/A
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within 35 working days or by _____ unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Wood Dale Treasurer of _____
 The amount of the check is ten percent (10%) of the bid amount (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____ .

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Wood Dale	DuPage		2021 Street Improvements

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Wood Dale	DuPage		2021 Street Improvements

SIGNATURES

(If an individual)

Signature of Bidder	Date	
Business Address		
City	State	Zip Code

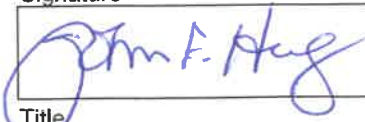
(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name	
Arrow Road Construction Company	
Signature	Date
	4/15/21
Title	
John F. Healy, President	

ADDENDUM 1 - 4/8/2021

Business Address

1445 OAKTON ST

City	State	Zip Code
ELK Grove Village	IL	60007

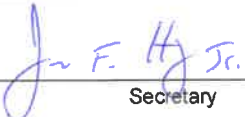
Insert Names of Officers

President
John F Healy

Secretary
John F Healy Jr

Treasurer
Michael J. Salmon

Attest:


Secretary

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM 1

 4-15-21
SIGNED DATE

ADDENDUM 1 - 4/8/2021



Schedule of Prices



Contractor's Name

ARROW ROAD CONST CO

Contractor's Address

1445 OAKTON STREET

City

ELK GROVE VILLAGE

State

IL

Zip Code

60007

Local Public Agency

City of Wood Dale

County

DuPage

Section Number

Route(s) (Street/Road Name)

2021 Street Improvements

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	TREE TRUNK PROTECTION	EACH	7	85 ⁰⁰	595 ⁰⁰
2	TREE ROOT PRUNING	EACH	7	68 ⁰⁰	476 ⁰⁰
3	EARTH EXCAVATION	CU YD	765	7 ⁰⁰	5,355 ⁰⁰
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	189	7 ⁰⁰	1,323 ⁰⁰
5	TRENCH BACKFILL	CU YD	24	35 ⁰⁰	840 ⁰⁰
6	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2,358	1 ⁸⁵	4,362 ³⁰
7	SUPPLEMENTAL WATERING	UNIT	34	50 ⁰⁰	1,700 ⁰⁰
8	INLET FILTERS	EACH	67	60 ⁰⁰	4,020 ⁰⁰
9	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	786	39 ⁸⁰	31,282 ⁸⁰
10	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	285	6 ⁰⁰	1,710 ⁰⁰
11	BITUMINOUS MATERIALS (PRIME COAT)	POUND	3,492	0 ⁰¹	34 ⁹²
12	BITUMINOUS MATERIALS (TACK COAT)	POUND	21,200	0 ⁰¹	212 ⁰⁰
13	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINTS	SQ YD	312	4 ⁰⁰	1,248 ⁰⁰
14	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	2,928	68 ⁵⁰	200,568 ⁰⁰

ADDENDUM 1 - 4/8/2021

15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	383	64 ¹⁵	24,569 ⁴⁵
16	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	3,125	68 ⁵⁵	214,218 ⁷⁵
17	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,550	7 ⁰⁰	17,850 ¹⁸
18	DETECTABLE WARNINGS	SQ FT	80	25 ¹⁸	2,000 ¹⁸
19	HOT-MIX ASPHALT SURFACE REMOVAL 2.75"	SQ YD	30,835	1 ⁴⁰	43,169 ¹⁸
20	PAVEMENT REMOVAL	SQ YD	1,552	17 ⁵⁵	27,237 ⁶⁰
21	CURB REMOVAL	FOOT	75	4 ⁵⁰	337 ⁵⁰
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,235	4 ¹⁸	4,940 ¹⁸
23	SIDEWALK REMOVAL	SQ FT	2,790	1 ²⁵	3,487 ⁵⁰
24	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	110	15 ¹⁸	1,650 ¹⁸
25	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	110	15 ¹⁸	1,650 ¹⁸
26	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	218	15 ¹⁸	3,270 ¹⁸
27	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	327	15 ¹⁸	4,905 ¹⁸
28	CLASS D PATCHES, TYPE I, 9 INCH	SQ YD	201	23 ¹⁸	4,623 ¹⁸
29	CLASS D PATCHES, TYPE II, 9 INCH	SQ YD	201	23 ¹⁸	4,623 ¹⁸
30	CLASS D PATCHES, TYPE III, 9 INCH	SQ YD	401	23 ¹⁸	9,223 ¹⁸
31	CLASS D PATCHES, TYPE IV, 9 INCH	SQ YD	601	23 ¹⁸	13,823 ¹⁸
32	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	26	75 ¹⁸	1,950 ¹⁸
33	STORM SEWER REMOVAL 15"	FOOT	10	12 ¹⁸	120 ¹⁸
34	PIPE UNDERDRAINS 4"	FOOT	875	28 ¹⁸	24,500 ¹⁸
35	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 9 FRAME AND GRATE	EACH	2	3,915 ¹⁸	7,830 ¹⁸
36	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	2	3,945 ¹⁸	7,890 ¹⁸
37	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	3,800 ¹⁸	7,600 ¹⁸
38	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	2	1,650 ¹⁸	3,300 ¹⁸

ADDENDUM 1 - 4/8/2021

39	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12	FOOT	1,235	19 ⁵⁰	24,082 ⁵⁰
40	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	75	28 ⁰⁰	2,100 ⁰⁰
41	MOBILIZATION	LSUM	1	90,980 ⁰⁰	90,980 ⁰⁰
42	NON-SPECIAL WASTE DISPOSAL	CU YD	50	94 ⁵⁰	4,725 ⁰⁰
43	SOIL DISPOSAL ANALYSIS (SPECIAL)	L SUM	1	1,600 ⁰⁰	1,600 ⁰⁰
44	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	10,300 ⁰⁰	10,300 ⁰⁰
45	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	1 ⁰⁰	1 ⁰⁰
46	SHORT TERM PAVEMENT MARKING	FOOT	215	0 ⁹⁵	209 ²⁵
47	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	215	4 ⁴⁵	956 ⁷⁵
48	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	3	150 ⁰⁰	450 ⁰⁰
49	RELOCATE SIGN PANEL - TYPE 1	SQ FT	30	10 ⁰⁰	300 ⁰⁰
50	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	81	10 ⁰⁰	810 ⁰⁰
51	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	762	2 ⁰⁰	1,524 ⁰⁰
52	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	685	3 ⁰⁰	2,055 ⁰⁰
53	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	215	10 ⁰⁰	2,150 ⁰⁰
54	WATER SERVICE REPLACEMENT	EACH	6	4,675 ⁰⁰	28,050 ⁰⁰
55	WATERMAIN RELOCATION	FOOT	30	210 ⁰⁰	6,300 ⁰⁰
56	TRENCH BACKFILL (WATER MAIN)	FOOT	30	18 ⁰⁰	540 ⁰⁰
57	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	9	325 ⁰⁰	2,925 ⁰⁰
58	INLET (SPECIAL)	EACH	1	320 ⁰⁰	320 ⁰⁰
59	PIPE DRAINS (SPECIAL), 4"	FOOT	50	30 ⁰⁰	1,500 ⁰⁰
60	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	108	7 ⁰⁰	756 ⁰⁰
61	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	65	15 ⁰⁰	975 ⁰⁰
62	TEMPORARY ACCESS (ROAD)	EACH	6	65 ⁰⁰	390 ⁰⁰

ADDENDUM 1 - 4/8/2021

63	PORTLAND CEMENT CONCRETE PAVEMENT (VARIABLE DEPTH)	SQ YD	52	95 ⁰⁰	4,940 ⁰⁰
64	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	3,580	30 ⁰⁰	107,460 ⁰⁰
65	SANITARY MANHOLES TO BE ADJUSTED	EACH	3	720 ⁰⁰	2,160 ⁰⁰
66	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	22	690 ⁰⁰	15,180 ⁰⁰
67	GRADING AND SHAPING SHOULDERS	FOOT	2,184	4 ⁰⁰	10,483 ²⁰
68	PARKWAY RESTORATION (SEEDING)	SQ YD	2,086	13 ⁰⁰	27,118 ⁰⁰
69	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL AND REPLACEMENT	SQ YD	408	55 ⁸⁵	22,786 ⁸⁰
70	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT 6"	SQ YD	118	73 ⁰⁰	8,614 ⁰⁰
71	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT 8"	SQ YD	154	91 ⁰⁰	14,014 ⁰⁰
72	BRICK DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	63	25 ⁰⁰	1,575 ⁰⁰
73	TEMPORARY INFORMATION SIGNING	SQ FT	234	3 ⁰⁰	702 ⁰⁰
74	CONSTRUCTION LAYOUT	L SUM	1	5,495 ⁰⁰	5,495 ⁰⁰
75	DUST CONTROL WATERING	UNIT	7	50 ⁰⁰	350 ⁰⁰
76	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	47	105 ⁰⁰	4,935 ⁰⁰
77	CASH ALLOWANCE	DOLLAR	30,000	1	\$30,000.00
Bidder's Total Proposal					1,128,241 ³²

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Affidavit of Illinois Business Office



Local Public Agency City of Wood Dale	County DuPage	Street Name/Road Name 2021 Street Improvements	Section Number
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I, John F. Healy of Elk Grove Village, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Arrow Road Construction Company.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Arrow Road Construction Company, will maintain a business office in the
Bidder
 State of Illinois, which will be located in Cook County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

<u>Signature</u> 	<u>Date</u> 4/15/21
<u>Print Name of Affiant</u> John F. Healy, President	

Notary Public

State of IL
 County Cook

Signed (or subscribed or attested) before me on 4/15/21 by
(date)

John F. Healy, authorized agent(s) of
(name/s of person/s)
Arrow Road Construction Company
Bidder

(SEAL)

Signature of Notary Public

 My commission expires 8/23/21





Arrow Road Construction Co.

1445 Oakton Street • Elk Grove Village, Illinois 60007
Phone: 847-437-0700 • Fax: 847-437-0779 • www.arrowroad.com

Mount Prospect Plant
Phone: 847-472-7270
Fax: 847-437-9026

Carpentersville Plant
Phone: 847-783-6680
Fax: 847-783-6697

Algonquin Plant
Phone: 847-658-1140
Fax: 847-783-6697

April 15, 2021

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Re: April 15, 2021 Letting
Request for Authorization to Bid

Per the Illinois Department of Transportation Rules of Prequalification of Contractors, Arrow Road Construction Company is requesting a waiver to forgo filing the Affidavit of Availability, under Section 650.310 sub D, based on our current financial rating.

If you have any questions, I can be reached at (847) 472-7260 office or (224) 325-2025 cell.

Sincerely,

Arrow Road Construction Co.

Nick Eichenold

Nick Eichenold
Vice President Estimating/
EEO Compliance Officer
nicke@arrowroad.com

NE/cb
Enclosures



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 0231

Arrow Road Construction Company
1445 Oakton Street ELK GROVE VILLAGE, IL 60007

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED
SUPER UNLIMITED

001	EARTHWORK	\$2,700,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$500,000
017	CONCRETE CONSTRUCTION	\$600,000
032	COLD MILL, PLAN. & ROTOMILL	\$11,325,000
08A	AGGREGATE BASES & SURF. (A)	\$4,700,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/9/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/9/2020.

Tim Bell

Engineer of Construction



Local Public Agency City of Wood Dale	County DuPage	Section Number
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WE, Arrow Road Construction Company, 1445 Oakton St., Elk Grove Village, Illinois 60007 as PRINCIPAL, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, Ct. 06183 as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 10% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th of April, 2021
Day Month and Year

Principal

Company Name <u>Arrow Road Construction Company</u>	
Signature <u>John F. Healy</u>	Date <u>4-15-21</u>
Title <u>President, Joint Healy</u>	
<u>Travelers Casualty and Surety Company of America</u>	

Company Name	
Signature	Date
Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety <u>Travelers Casualty and Surety Company of America</u>

Signature of Attorney-in-Fact <u>James E. McNichols</u>	Date <u>April 15, 2021</u>
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STATE OF IL
COUNTY OF COOK

I, Cherilyn Brown, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)
John F. Healy

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of April, 2021.
Day Month and Year

(SEAL)



Notary Public Signature <u>Cherilyn Brown</u>
Date commission expires <u>8/23/21</u>

Local Public Agency

County

Section Number

City of Wood Dale

DuPage

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature

Date

--

--

Title

--

State of Illinois
County of Will

On this 15th day of April 2021, before me personally appeared James E. McNichols known to me to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same .

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



(Notary Public)

Brenda K. Pichler





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James E. McNichols** of **WESTCHESTER Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

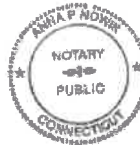
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **April**, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**
Packet Page #56



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 22, 2021
Subject: Ward 2/3 Stormwater Project Contract D
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of an Agreement between the City of Wood Dale and Benchmark Construction for the Ward 2 & 3 Stormwater Improvement Project – Contract D in an Amount Not to Exceed \$5,338,033.40

RECOMMENDATION:

Staff Recommends an Agreement between the City of Wood Dale and Benchmark Construction for the Ward 2 & 3 Stormwater Improvement Project – Contract D in an Amount Not to Exceed \$5,338,033.40.

BACKGROUND:

The City is currently undertaking a multi-phase Stormwater improvement project in Wards 2 and 3 to mitigate flooding as part of the City's Stormwater Master Plan. The first phases of this project included improvements to Squaw Creek, storm sewer improvements to Dalewood Avenue and Gilbert Drive, approximately 7 acre-feet of underground detention along Potter Street and Prospect Avenue with associated storm sewer improvements within the Com Ed right-of-way. The current phase will add additional underground detention at Westview Elementary School, complete Squaw Creek to IL-19, and add additional conveyance between Lincoln Court and Robin Lane. Robinson Engineering is providing design and construction engineering services. A bid opening was held on April 5, 2021. Four bids were received with the following results.

- Benchmark Construction - \$5,338,033.40
- Berger Excavating Contractors - \$5,584,198.50
- Bolder Contractors, Inc. - \$5,726,367.00
- Martam Construction, Inc. - \$7,229,220.00

Robinson Engineering reviewed all bids for conformance to the specifications and find Benchmark Construction to be the lowest responsible bidder. Benchmark is in the

process of completing the current phase of the Stormwater project and has performed favorably.

ANALYSIS:

The engineers estimate for this project was \$7,150,715 and \$7,500,000 was budgeted into the FY 2022 CIP. The low bid is approximately 25% lower than the engineer's estimate and \$2,161,966.60 lower than the budgeted amount. The City and Robinson Engineering are in the process of applying for an IEPA Water Pollution Control Loan to fund the project which will be repaid from Non-Home Rule Sales Tax revenue.

DOCUMENTS ATTACHED

- ✓ Robinson Engineering Letter of Recommendation and Bid Tabulation
- ✓ Benchmark Bid Packet

April 12, 2021

To: City of Wood Dale
404 North Wood Dale Road
Wood Dale, IL 60191

Attn: Mr. Alan Lange
Director of Public Works

RE: **WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK
BID RESULTS**

Dear Mr. Lange:

We have reviewed the bids opened April 5, 2021, at City Hall for the above referenced project, and find them to be correct and in order as follows:

Contractor	As Read
Benchmark Construction	\$5,338,033.40
Berger Excavating Contractors	\$5,584,198.50
Bolder Contractors Inc.	\$5,726,367.00
Martam Construction Inc.	\$7,229,220.00

The low bidder is approximately 25% lower than the construction cost estimate of \$7,150,715.00. An itemized bid tabulation is enclosed for your review.

The subject project is planned to be funded by a low interest loan from the Illinois Environmental Protection Agency (IEPA). Final IEPA loan approval will likely occur after the City Council formally considers the contract award on May 6th, 2021. We, therefore, recommend award of the contract to the low responsible bidder, Benchmark Construction, in the amount of Five Million Three Hundred Thirty-Eight Thousand Thirty-Three and Forty Cents (\$5,338,033.40), contingent upon IEPA loan approval.

Very truly yours,



Jacob C. Wellbank, P.E.
Project Engineer
JCK/oh
(815) 412-2723
jwellbank@reltd.com

Encl. Bid Tabulation (5 pages)

R:\2015-2019\2015\15-R0651.WD_Bid and Contract Documents\Contract D - Westview Elementary School\Award_Award Letter_15-R0651D.docx

Tabulation of Bids

Local Public Agency: City of Wood Dale
 County: DuPage
 Section: _____
 Estimate: \$7,150,715.00

Date: 04/05/2021
 Time: 2:30pm
 Project # 15-R0651D

Attended By: Alan Lange, Lynn Curiale, Patrick Hasings, and Jacob Wellbank

Item No.	Item Description	Unit	QTY	Unit Price	Total	Name of Bidder: Benchmark Construction		Berger Excavating Contractors		Bolder Contractors Inc.		Martam Construction Inc.	
						Address of Bidder:		1205 Garland Road		316 Cary Point Drive		1200 Gasket Drive	
						Bartlett, IL 60103		Wauconda, IL 60084		Cary, IL 60013		Elgin, IL 60120	
Approved Engineer's Estimate													
						Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	PRECONSTRUCTION VIDEO TAPING	L SUM	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
2	MOBILIZATION	LSUM	1	\$100,000.00	\$100,000.00	\$319,000.00	\$319,000.00	\$585,000.00	\$585,000.00	\$340,000.00	\$340,000.00	\$420,000.00	\$420,000.00
3	TEMPORARY CONSTRUCTION FENCE	FOOT	600	\$20.00	\$12,000.00	\$12.00	\$7,200.00	\$8.00	\$4,800.00	\$20.00	\$12,000.00	\$10.00	\$6,000.00
4	INLET FILTERS	EACH	25	\$200.00	\$5,000.00	\$150.00	\$3,750.00	\$185.00	\$4,625.00	\$50.00	\$1,250.00	\$180.00	\$4,500.00
5	PERIMETER EROSION BARRIER	FOOT	950	\$4.00	\$3,800.00	\$2.50	\$2,375.00	\$3.00	\$2,850.00	\$4.00	\$3,800.00	\$4.00	\$3,800.00
6	TEMPORARY DITCH CHECKS	FOOT	50	\$35.00	\$1,750.00	\$12.00	\$600.00	\$15.00	\$750.00	\$50.00	\$2,500.00	\$22.00	\$1,100.00
7	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	150	\$25.00	\$3,750.00	\$30.00	\$4,500.00	\$30.00	\$4,500.00	\$30.00	\$4,500.00	\$35.00	\$5,250.00
8	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50	\$50.00	\$2,500.00	\$40.00	\$2,000.00	\$40.00	\$2,000.00	\$40.00	\$2,000.00	\$45.00	\$2,250.00
9	TREE ROOT PRUNING	EACH	30	\$200.00	\$6,000.00	\$90.00	\$2,700.00	\$90.00	\$2,700.00	\$50.00	\$1,500.00	\$100.00	\$3,000.00
10	TREE PROTECTION FENCING	FOOT	450	\$20.00	\$9,000.00	\$7.00	\$3,150.00	\$7.00	\$3,150.00	\$6.00	\$2,700.00	\$10.00	\$4,500.00
11	PAVEMENT REMOVAL	SQ YD	3,000	\$21.00	\$63,000.00	\$18.00	\$54,000.00	\$10.50	\$31,500.00	\$4.00	\$12,000.00	\$12.00	\$36,000.00
12	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	5,000	\$3.00	\$15,000.00	\$2.50	\$12,500.00	\$2.50	\$12,500.00	\$2.55	\$12,750.00	\$4.00	\$20,000.00
13	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL	SQ YD	100	\$20.00	\$2,000.00	\$18.00	\$1,800.00	\$10.50	\$1,050.00	\$12.00	\$1,200.00	\$12.00	\$1,200.00
14	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQ YD	200	\$27.00	\$5,400.00	\$22.00	\$4,400.00	\$10.50	\$2,100.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00
15	SIDEWALK REMOVAL	SQ FT	6,000	\$3.00	\$18,000.00	\$2.00	\$12,000.00	\$0.85	\$5,100.00	\$1.00	\$6,000.00	\$2.00	\$12,000.00
16	CURB REMOVAL	FOOT	700	\$10.00	\$7,000.00	\$5.00	\$3,500.00	\$4.00	\$2,800.00	\$3.00	\$2,100.00	\$5.00	\$3,500.00
17	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,500	\$10.00	\$15,000.00	\$6.00	\$9,000.00	\$4.00	\$6,000.00	\$3.00	\$4,500.00	\$5.00	\$7,500.00

Item No.	Item Description	Unit	QTY	Approved Engineer's Estimate		Benchmark Construction		Berger Excavating Contractors		Bolder Contractors Inc.		Martam Construction Inc.	
				Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
18	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	4	\$400.00	\$1,600.00	\$440.00	\$1,760.00	\$450.00	\$1,800.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
19	REMOVAL OF POLE FOUNDATION	EACH	2	\$1,000.00	\$2,000.00	\$660.00	\$1,320.00	\$395.00	\$790.00	\$300.00	\$600.00	\$300.00	\$600.00
20	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	1,500	\$18.00	\$27,000.00	\$16.00	\$24,000.00	\$14.50	\$21,750.00	\$10.00	\$15,000.00	\$12.00	\$18,000.00
21	AGGREGATE BASE COURSE, TYPE B 14"	SQ YD	1,800	\$20.00	\$36,000.00	\$22.00	\$39,600.00	\$18.75	\$33,750.00	\$13.00	\$23,400.00	\$16.00	\$28,800.00
22	CONCRETE CURB, TYPE B	FOOT	500	\$30.00	\$15,000.00	\$32.00	\$16,000.00	\$33.25	\$16,625.00	\$18.00	\$9,000.00	\$25.00	\$12,500.00
23	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2,000	\$35.00	\$70,000.00	\$28.00	\$56,000.00	\$32.00	\$64,000.00	\$18.00	\$36,000.00	\$21.00	\$42,000.00
24	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12	FOOT	300	\$35.00	\$10,500.00	\$28.00	\$8,400.00	\$32.00	\$9,600.00	\$18.00	\$5,400.00	\$25.00	\$7,500.00
25	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,500	\$8.00	\$52,000.00	\$7.00	\$45,500.00	\$7.00	\$45,500.00	\$4.50	\$29,250.00	\$6.00	\$39,000.00
26	DETECTABLE WARNINGS	SQ FT	100	\$30.00	\$3,000.00	\$24.00	\$2,400.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$32.00	\$3,200.00
27	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	200	\$45.00	\$9,000.00	\$38.00	\$7,600.00	\$33.00	\$6,600.00	\$32.00	\$6,400.00	\$68.00	\$13,600.00
28	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	200	\$90.00	\$18,000.00	\$68.00	\$13,600.00	\$81.00	\$16,200.00	\$59.00	\$11,800.00	\$75.00	\$15,000.00
29	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	750	\$80.00	\$60,000.00	\$67.00	\$50,250.00	\$65.00	\$48,750.00	\$65.00	\$48,750.00	\$88.00	\$66,000.00
30	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	825	\$85.00	\$70,125.00	\$69.00	\$56,925.00	\$67.00	\$55,275.00	\$70.00	\$57,750.00	\$87.00	\$71,775.00
31	BITUMINOUS MATERIALS (PRIME COAT)	POUND	6,200	\$0.35	\$2,170.00	\$0.01	\$62.00	\$0.01	\$62.00	\$0.01	\$62.00	\$0.10	\$620.00
32	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,500	\$0.35	\$875.00	\$0.01	\$25.00	\$0.01	\$25.00	\$0.01	\$25.00	\$0.10	\$250.00
33	CLASS D PATCHES, TYPE IV, 14 INCH	SQ YD	350	\$150.00	\$52,500.00	\$100.00	\$35,000.00	\$100.00	\$35,000.00	\$70.00	\$24,500.00	\$165.00	\$57,750.00
34	ADJUSTING WATER MAIN 6"	FOOT	100	\$13.00	\$1,300.00	\$100.00	\$10,000.00	\$122.00	\$12,200.00	\$45.00	\$4,500.00	\$265.00	\$26,500.00
35	6" CUT AND CAP	EACH	2	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$3,905.00	\$7,810.00	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00
36	6" DUCTILE IRON WATER MAIN WITH POLYETHYLENE ENCASEMENT	FOOT	140	\$110.00	\$15,400.00	\$120.00	\$16,800.00	\$102.00	\$14,280.00	\$45.00	\$6,300.00	\$162.00	\$22,680.00
37	6" VALVE AND VALVE VAULT, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00	\$4,200.00	\$4,200.00	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00
38	STORM SEWER, PVC SDR 26, 6"	FOOT	50	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$62.00	\$3,100.00	\$40.00	\$2,000.00	\$58.00	\$2,900.00
39	STORM SEWER, PVC SDR 26, 8"	FOOT	200	\$70.00	\$14,000.00	\$50.00	\$10,000.00	\$66.00	\$13,200.00	\$50.00	\$10,000.00	\$62.00	\$12,400.00
40	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	20	\$85.00	\$1,700.00	\$50.00	\$1,000.00	\$66.00	\$1,320.00	\$55.00	\$1,100.00	\$89.00	\$1,780.00
41	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	FOOT	20	\$110.00	\$2,200.00	\$92.00	\$1,840.00	\$152.00	\$3,040.00	\$100.00	\$2,000.00	\$145.00	\$2,900.00

Item No.	Item Description	Unit	QTY	Approved Engineer's Estimate		Benchmark Construction		Berger Excavating Contractors		Bolder Contractors Inc.		Martam Construction Inc.	
				Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
42	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	150	\$125.00	\$18,750.00	\$105.00	\$15,750.00	\$125.00	\$18,750.00	\$130.00	\$19,500.00	\$112.00	\$16,800.00
43	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"	FOOT	30	\$150.00	\$4,500.00	\$160.00	\$4,800.00	\$238.00	\$7,140.00	\$200.00	\$6,000.00	\$185.00	\$5,550.00
44	STORM SEWERS JACKED IN PLACE, 24"	FOOT	150	\$1,000.00	\$150,000.00	\$645.00	\$96,750.00	\$1,125.00	\$168,750.00	\$350.00	\$52,500.00	\$650.00	\$97,500.00
45	STORM SEWERS, CLASS A, TYPE 1 30"	FOOT	30	\$135.00	\$4,050.00	\$88.00	\$2,640.00	\$165.00	\$4,950.00	\$120.00	\$3,600.00	\$235.00	\$7,050.00
46	PRECAST CONCRETE BOX CULVERTS 10' X 10'	FOOT	3,050	\$1,765.00	\$5,383,250.00	\$1,244.00	\$3,794,200.00	\$1,246.75	\$3,802,587.50	\$1,488.00	\$4,538,400.00	\$1,808.00	\$5,514,400.00
47	TRENCH BACKFILL	CU YD	580	\$50.00	\$29,000.00	\$47.00	\$27,260.00	\$65.00	\$37,700.00	\$1.00	\$580.00	\$63.00	\$36,540.00
48	INLETS TO BE ADJUSTED	EACH	3	\$400.00	\$1,200.00	\$500.00	\$1,500.00	\$520.00	\$1,560.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
49	CATCH BASINS TO BE ADJUSTED	EACH	3	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$520.00	\$1,560.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
50	MANHOLES TO BE ADJUSTED	EACH	3	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$520.00	\$1,560.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
51	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	3	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$900.00	\$2,700.00	\$800.00	\$2,400.00	\$850.00	\$2,550.00
52	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	1	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,075.00	\$1,075.00	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00
53	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,550.00	\$1,550.00	\$3,500.00	\$3,500.00	\$1,600.00	\$1,600.00
54	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,770.00	\$1,770.00	\$3,500.00	\$3,500.00	\$1,800.00	\$1,800.00
55	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$1,975.00	\$1,975.00	\$4,000.00	\$4,000.00	\$3,400.00	\$3,400.00
56	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,600.00	\$3,600.00
57	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$4,800.00	\$14,400.00	\$3,200.00	\$9,600.00	\$3,300.00	\$9,900.00	\$6,000.00	\$18,000.00	\$4,800.00	\$14,400.00
58	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	\$5,200.00	\$5,200.00	\$3,200.00	\$3,200.00	\$3,800.00	\$3,800.00	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00
59	HYDRODYNAMIC SEPARATOR	L SUM	1	\$70,000.00	\$70,000.00	\$60,000.00	\$60,000.00	\$57,000.00	\$57,000.00	\$63,000.00	\$63,000.00	\$55,000.00	\$55,000.00
60	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	28	\$200.00	\$5,600.00	\$207.30	\$5,804.40	\$195.00	\$5,460.00	\$215.00	\$6,020.00	\$200.00	\$5,600.00
61	LIGHT POLE, ALUMINUM, 20 FT., SPECIAL	EACH	6	\$3,000.00	\$18,000.00	\$3,417.00	\$20,502.00	\$2,650.00	\$15,900.00	\$2,915.00	\$17,490.00	\$2,800.00	\$16,800.00
62	LUMINAIRE, LED, TYPE 4, SPECIAL	EACH	9	\$800.00	\$7,200.00	\$855.00	\$7,695.00	\$845.00	\$7,605.00	\$930.00	\$8,370.00	\$900.00	\$8,100.00
63	LUMINAIRE, LED, TYPE 5, SPECIAL	EACH	1	\$800.00	\$800.00	\$855.00	\$855.00	\$900.00	\$900.00	\$990.00	\$990.00	\$1,000.00	\$1,000.00
64	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	200	\$24.00	\$4,800.00	\$26.00	\$5,200.00	\$25.00	\$5,000.00	\$28.00	\$5,600.00	\$28.00	\$5,600.00
65	UNIT DUCT, 600V, 3-1C NO.6, 1/C NO.8 GROUND, (XLP-TYPE USE), 1" DIA. POLYETHYLENE	FOOT	450	\$17.00	\$7,650.00	\$16.00	\$7,200.00	\$19.00	\$8,550.00	\$21.00	\$9,450.00	\$20.00	\$9,000.00

Item No.	Item Description	Unit	QTY	Approved Engineer's Estimate		Benchmark Construction		Berger Excavating Contractors		Bolder Contractors Inc.		Martam Construction Inc.	
				Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
66	PAINT PAVEMENT MARKING - LINE 4"	FOOT	4,300	\$1.50	\$6,450.00	\$6.00	\$25,800.00	\$0.45	\$1,935.00	\$1.00	\$4,300.00	\$1.00	\$4,300.00
67	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	\$10.00	\$500.00	\$20.00	\$1,000.00	\$10.00	\$500.00	\$20.00	\$1,000.00	\$12.00	\$600.00
68	EARTH EXCAVATION (SPECIAL)	CU YD	1,275	\$45.00	\$57,375.00	\$33.00	\$42,075.00	\$37.00	\$47,175.00	\$20.00	\$25,500.00	\$32.00	\$40,800.00
69	CHANNEL EXCAVATION (SPECIAL)	CU YD	237	\$60.00	\$14,220.00	\$135.00	\$31,995.00	\$68.00	\$16,116.00	\$40.00	\$9,480.00	\$45.00	\$10,665.00
70	FENCE REMOVAL AND REINSTALLATION	FOOT	300	\$75.00	\$22,500.00	\$30.00	\$9,000.00	\$61.00	\$18,300.00	\$40.00	\$12,000.00	\$22.00	\$6,600.00
71	CHAIN LINK FENCE, 4'	FOOT	100	\$100.00	\$10,000.00	\$30.00	\$3,000.00	\$65.00	\$6,500.00	\$40.00	\$4,000.00	\$38.00	\$3,800.00
72	SIGN PANEL - TYPE 1	SQ FT	40	\$50.00	\$2,000.00	\$30.00	\$1,200.00	\$20.00	\$800.00	\$22.00	\$880.00	\$22.00	\$880.00
73	METAL POST - TYPE B	FOOT	100	\$50.00	\$5,000.00	\$25.00	\$2,500.00	\$12.00	\$1,200.00	\$39.00	\$3,900.00	\$15.00	\$1,500.00
74	STONE RIPRAP, CLASS A2	SQ YD	200	\$70.00	\$14,000.00	\$70.00	\$14,000.00	\$36.00	\$7,200.00	\$20.00	\$4,000.00	\$55.00	\$11,000.00
75	STONE RIPRAP, CLASS A4 (SPECIAL)	SQ YD	250	\$100.00	\$25,000.00	\$70.00	\$17,500.00	\$73.00	\$18,250.00	\$36.00	\$9,000.00	\$85.00	\$21,250.00
76	STONE RIPRAP, CLASS A5	SQ YD	150	\$120.00	\$18,000.00	\$85.00	\$12,750.00	\$105.00	\$15,750.00	\$50.00	\$7,500.00	\$98.00	\$14,700.00
77	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	7,800	\$6.00	\$46,800.00	\$6.00	\$46,800.00	\$0.01	\$78.00	\$3.00	\$23,400.00	\$0.20	\$1,560.00
78	SEEDING, SPECIAL	SQ YD	7,700	\$8.00	\$61,600.00	\$2.00	\$15,400.00	\$4.00	\$30,800.00	\$5.00	\$38,500.00	\$4.00	\$30,800.00
79	SEEDING, CLASS 4B (MODIFIED)	SQ YD	350	\$8.00	\$2,800.00	\$2.00	\$700.00	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$8.00	\$2,800.00
80	TEMPORARY EROSION CONTROL BLANKET	SQ YD	350	\$3.00	\$1,050.00	\$3.00	\$1,050.00	\$2.00	\$700.00	\$4.00	\$1,400.00	\$3.00	\$1,050.00
81	TREE, ACER RUBRUM (RED MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$850.00	\$2,550.00	\$750.00	\$2,250.00	\$500.00	\$1,500.00	\$800.00	\$2,400.00	\$700.00	\$2,100.00
82	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4	\$850.00	\$3,400.00	\$750.00	\$3,000.00	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$650.00	\$2,600.00
83	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4	\$850.00	\$3,400.00	\$750.00	\$3,000.00	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$700.00	\$2,800.00
84	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	2	\$800.00	\$1,600.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$700.00	\$1,400.00
85	SHRUB, SAMBUCUS CANADENSIS (AMERICAN ELDER), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4	\$350.00	\$1,400.00	\$150.00	\$600.00	\$250.00	\$1,000.00	\$100.00	\$400.00	\$700.00	\$2,800.00
86	SHRUB, ARONIA MELANOCARPA (BLACK CHOKE BERRY), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4	\$350.00	\$1,400.00	\$150.00	\$600.00	\$250.00	\$1,000.00	\$100.00	\$400.00	\$80.00	\$320.00
87	DEWATERING OF EXCAVATION AND SYSTEMS	CAL DA	120	\$1,000.00	\$120,000.00	\$50.00	\$6,000.00	\$45.00	\$5,400.00	\$1.00	\$120.00	\$800.00	\$96,000.00
88	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,500	\$45.00	\$67,500.00	\$73.00	\$109,500.00	\$71.00	\$106,500.00	\$14.00	\$21,000.00	\$72.00	\$108,000.00
89	NON-SPECIAL WASTE DISPOSAL	CU YD	500	\$100.00	\$50,000.00	\$60.00	\$30,000.00	\$59.00	\$29,500.00	\$65.00	\$32,500.00	\$81.00	\$40,500.00

				Approved Engineer's Estimate		Benchmark Construction		Berger Excavating Contractors		Bolder Contractors Inc.		Martam Construction Inc.	
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
90	NON-HAZARDOUS GROUNDWATER DISPOSAL	GALLON	5,000	\$5.00	\$25,000.00	\$1.50	\$7,500.00	\$0.60	\$3,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
91	GUARANTEE & MAINTENANCE BOND	L SUM	1	\$100,000.00	\$100,000.00	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00
				TOTAL:	\$7,150,715.00		\$5,338,033.40		\$5,584,198.50		\$5,726,367.00		\$7,229,220.00



CITY OF WOOD DALE

**WARD 2 & 3 STORM SEWER AND UNDERGROUND
DETENTION – CONTRACT D**

**WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT,
AND SQUAW CREEK**

REL 15-R0651D

BID BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned, _____
Benchmark Construction Co., Inc., 2260 Southwind Blvd., Bartlett, IL 60103 as Principal, and
Liberty Mutual Insurance Company 175 Berkeley St., Boston, MA 02116 as Surety, are hereby held and firmly
bound unto City of Wood Dale as OWNER in the penal sum of
--Ten Percent Amount of Bid-- (10% of Bid)--- for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 5th day of April, 20 21.

The Condition of the above obligation is such that whereas the Principal has submitted to
City of Wood Dale a certain BID, attached hereto and
hereby made a part hereof to enter into a contract in writing, for the
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

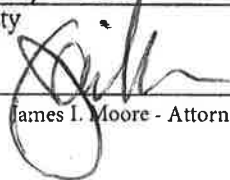
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Benchmark Construction Co., Inc.


_____(L.S.)
Principal MARK ATKINS, PRESIDENT

Liberty Mutual Insurance Company
Surety

By: 

James L. Moore - Attorney-in-fact

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Liberty Mutual Insurance Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Liberty Mutual Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of _____ in

said County, this 5th day of April, 2021.



[Handwritten Signature]

Notary Public

Sherry Bacskai

My Commission expires:

October 22, 2023

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual.

SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James I. Moore of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Benchmark Construction Co., Inc.

Obligee Name: City of Wood Dale

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Liewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of April, 2021.



By: Renee C. Liewellyn
Renee C. Liewellyn, Assistant Secretary



**Illinois Department
of Transportation**

Certificate of Eligibility

Benchmark Construction Co., Inc.
2260 Southwind Blvd. BARTLETT, IL 60103

Contractor No 0362
(2nd Revision)

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

001	EARTHWORK	Unlimited
002	PCC PAVING	\$13,875,000
005	HMA PAVING	\$2,325,000 B
012	DRAINAGE	Unlimited
017	CONCRETE CONSTRUCTION	\$3,600,000
018	LANDSCAPING	\$2,675,000
022	FENCING	\$700,000
08A	AGGREGATE BASES & SURF. (A)	\$10,575,000
09A	HIGHWAY STRUCTURES	\$11,775,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 9/3/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 9/3/2020.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency


Engineer of Construction

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DIVISION IV – GEOTECHNICAL ENGINEERING REPORT

DIVISION I

IEPA REQUIRED FRONT
END FORMS AND BID
DOCUMENTS

Illinois Environmental Protection Agency - Water Pollution Control Loan Program (WPCLP)
Loan Applicant's Certification of Plans/Specifications Compliance with WPCLP Rules
(Rev 11/01/2020)

Loan Applicant: City of Wood DaleL17# 5840**Project Description:**WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTIONCONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK**Section I – Loan Program Requirements**

Provide page number(s) for location of the information below in the bidding documents/specifications.

Page #'s

1. 6a,b Advertisement for Bids includes notification to bidders that procurement is subject to regulations contained in the IEPA loan program rules, the Davis-Bacon Act (40 USC 276a through 276a-5), the Employment of Ill. Workers on Public Works Act and DBE Policy per 40 CFR Part 33, as amended, and the "Use of American Iron and Steel" requirements as originally contained in Section 436 of the Consolidated Appropriations Act, 2014. [Loan Rules Section 365.620(b)].
2. 6a,b Sealed Bids are required.
3. 6a Public bid opening will be held.
4. G13 Method of bid evaluation in accordance with Section 365.620(c)(3).
5. G11 Criteria for evaluating bidders in accordance with Section 365.620(c)(5).
6. 7 Bidders can modify/withdraw bids prior to opening.
7. 8 Award shall be made to the low, responsive, responsible bidder in accordance with Section 365.620(e)(3)(4).
8. 9 Non-collusion and certification statement in accordance with Section 365.620(c)(6). Language is attached. See attached page 9, I and II.
9. 7 Minimum 5% bid bond in accordance with Section 365.620(e)(2)(f).
10. 7 100% performance/payment bonds in accordance with Section 365.420(b)(1).
11. 32 Equal Opportunity Clauses and Information per federal Executive Order 11246.
12. 53 Disadvantaged Business Enterprise (DBE) provisions per 40 CFR Part 33.
13. 56-60 DBE specifications and forms. A DBE guidance package is available on the IEPA website.
14. 22 The Non-Discrimination Clause is contained within the contract 365.620(f)(8). See Item 7, page 22 of the attached document.
15. 50 Davis-Bacon Wage Act language, wages and clauses are included in the bidding documents and specifications. Contractor(s) shall pay prevailing wages at rates not less than those prevailing under the Davis-Bacon Wage Act.
16. 48 Change orders: method for handling is in accordance with Section 365.420(b)(2).
17. 48-19 Audit; access to records provision in accordance with Section 365.620(f)(1) (A-G).
18. 50 Covenant against contingent fees provision in accordance with Section 365.620(f)(2).
19. 50 "Certification Regarding Debarment, Suspension and other Responsibility Matters USEPA Form 5700-49" or equivalent contract language in accordance Section 365.620(f)(5).
20. 51 Contracts for Subcontractors will be in accordance with Section 365.620(g).
21. 51 Contractor Bankruptcy clause in accordance with Section 365.620(h).
22. 51 Remedies per Section 365.640(c).
23. 51 Access to work site allowed per Section 365.620(i).
24. SP3 Substantial Completion (project is operational) specified: 10/15/2021 calendar days
25. SP3 Final Completion (if applicable) specified: 11/01/2021 calendar days
26. 52 Certification regarding Compliance with Criminal Code of 2012 [Section 365.620(c)(6)(A)(iii)].

- 27. 28 Notice of Intent to Award Form [Section 365.620(e)(2)(E)].
- 28. 29 Notice of Award Form.
- 29. 30 Notice to Proceed Form.
- 30. 31 Change Order Form.
- 31. 44 Certification of Nonsegregated Facilities Form [Section 365.620(f)(6)].
- 32. 45 Nondiscrimination in Employment Notice per federal Executive Order 11246.
- 33. 46 Certification Regarding Debarment, Suspension, and other Responsibility Matters Form [Section 365.620(f)(5)].
- 34. NA Experience Clause requirements, if utilized, are justified in submittal dated _____ [Section 365.620(c)(5)].
- 35. 61 Certification that all iron & steel products used in the project are produced in the United States originally per Section 436 of H.R. 3547, "The Consolidated Appropriations Act, 2014" [Section 365.620(f)(7)].
- 36. 66 Employment of IL Workers on Public Works Act Certification.

Section II – Approved Scope of Work

The WPCLP can only provide funding for the project scope approved in the Project Plan. ALL changes must be explained and justified in writing and receive Agency approval. Changes to the approved scope of work may require a Project Plan amendment.

YES NO Plans and specifications have been prepared consistent with the Project Plan approved by the Agency in a letter dated March 2021. If any changes have been made to the scope of the project after planning approval, please identify below (include attachments with a detailed narrative of any changes if necessary): _____

Section III – Loan Eligibility

In general, extended warranties, spare parts, and allowances are not eligible to receive loan funding. If this project includes any Warranties, Spare Parts, Allowances or other possible ineligible items, provide an explanation and the page number in the bidding documents where the ineligible item is located.

1. **Warranties:** The Loan Program can only fund the normal industry standard warranty. Any extended, special or additional warranties are not eligible in the loan program. If any warranty is more than the industry standard, please provide the cost for the warranty in excess of the industry standard.

Does this project include the purchase of any extended warranties? YES or NO (Circle One)
 If YES, provide the page number and an explanation. See page SP 41.

2. **Spare Parts:** Spare parts and extra materials are normally not loan eligible as they are viewed as maintenance related. To be eligible, spare parts must be justified as critical parts of major system components which are not immediately available and/or whose procurement involves an extended lead time.

Does this project include the purchase of any spare parts? YES or NO (Circle One)
 If YES, provide the page number and an explanation.

3. **Allowances** (a fixed price to perform a specific scope of work) may be eligible at the time of the loan award provided justification for the allowance(s) is provided to the Agency along with a description of the scope of work and the basis for the establishment of the allowance amount.

Allowances are not allowed for equipment purchases which must be competitively bid.

Does this project include any allowances? YES or NO (Circle One)
 If YES, provide the page number for each allowance along with an explanation.

4. **Site Restoration:** The loan program can only fund site restoration to pre-construction conditions. For underground work, restoration is normally limited to the width of the trench. Costs for any site restoration beyond pre-construction conditions or for work outside the width of the trench should be identified.

Does this project include any restoration costs above and beyond pre-construction conditions?
YES or NO (Circle One)

If YES, provide the page number and an explanation.

5. **Does the project include other items that may be ineligible?** Examples include costs outside the project scope, or costs considered normal operating expenses.

YES or NO (Circle One)

If YES, provide the page number and an explanation.

<p>METHODS UTILIZED TO ADDRESS INELIGIBLE ITEMS IN WPCLP PROJECTS</p> <ol style="list-style-type: none"> 1. Delete ineligible items from the project. 2. Provide a separate line item in the bid for ineligible items. 3. Proration of bid for the percentage of ineligible cost(s). 4. Agreement on costs between the Agency and borrower prior to bidding.

Section IV – Environmental Conditions

YES or NO (Circle One)

If YES, provide the page number(s).

If environmental review of this project resulted in recommendations or conditions to utilize mitigative measures or precautions during construction to protect historical or cultural resources; threatened or endangered species; wetlands; streams; floodplains; waterways; or other natural areas, provide the page number where this information is found. Recommendations are issued by the IL Dept. of Natural Resources, Army Corps of Engineers, US Fish & Wildlife Service, or other state, federal or local Agencies.

Section V – Labor Agreements

YES or NO (Circle One)

Are contractors bidding this project required to be or become party to a Project Labor Agreement or Multi-Project Labor Agreement? If YES, provide a page number where the agreement is located or attach a copy of the document. Agreements may not significantly restrict competition.

Section VI – Certification of Plans and Specifications

I do hereby certify that the Bidding documents and Plans and Specifications for the project entitled: WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION, CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

have been prepared in accordance with the requirements of Ill. Adm. Code 365, Procedures for Issuing Loans from the Water Pollution Control Loan Program for obtaining loan funds.

Consulting Engineer: Jacob Wellbank Phone Number: (815) 412-2723

Signature Jacob Wellbank Date 03/08/2021

Loan Applicant’s Authorized Representative: _____

Signature _____ Date _____

DOCUMENTATION REQUIRED IN PLANS AND SPECIFICATIONS
FOR PROJECTS TO BE CONSTRUCTED UNDER THE
WATER POLLUTION CONTROL LOAN PROGRAM

Important! Due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act became effective on July 1st. This Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents. This applies to workers and does not exclude out of state companies from bidding on projects.

Further information about this requirement is on page 66 of this document.

The attached “**front-end document package**” may be utilized by the loan applicant to comply with regulations for loans issued under the Water Pollution Control Loan Program. The loan applicant’s use of the front-end document package and the completion and certification of the review checklist denoting the specific location of the required items as part of the submittal of the plans/specifications and permit application will help expedite the overall review of your project’s contract documents.

- Rev. January 2002
- Rev. March 2003
- Rev. May 2003
- Rev. April 2006
- Rev. April 2007
- Rev. April 2009
- Rev. June 2010
- Rev. February 2013
- Rev. February 2014
- Rev. December 2014
- Rev. March 2016
- Rev. March 2017
- Rev. December 2017
- Rev. September 2018 (AIS)
- Rev. November 2019
- Rev. November 2020 (IL Workers Act)

IL532-2564
WPC 688

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CITY OF WOOD DALE
DUPAGE COUNTY, ILLINOIS
NOTICE TO BIDDERS

The City of Wood Dale will receive sealed proposals from pre-qualified bidders for the following improvement project at the City Clerk's office, 404 North Wood Dale Road, Wood Dale, Illinois 60191, until **10:00 AM on April 15, 2021**.

**WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK**

Proposals will be publicly read aloud at City Hall at **10:00 AM on April 15, 2021**. No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and City Council for a period of 120 days after the scheduled time of closing of the receipt of bids.

All proposals shall be sealed in an envelope, addressed to the City of Wood Dale, Attn.: City Clerk. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

Pre-qualifications will be required to be submitted to the Engineer by all potential bidders prior to receiving the Contract Documents. If, in the opinion of the Engineer and the City of Wood Dale, an applicant would not be able to serve the best interest of the City, the Contract Documents will not be issued to the applicant.

The Contract Documents, including specifications, are on file at the office of the Engineer, Robinson Engineering, Ltd., 127 N. Walnut Street, Ste. 200, Itasca, IL, and may be obtained from the Engineer's office following a review of the Contractor's prequalification statement and upon a non-refundable payment of Two Hundred Dollars (\$200.00) per paper copy and/or Ten Dollars (\$10.00) per CD format. The contract documents will be issued until 4:00 PM on the last regular business date prior to the bid opening. No refund will be made for Contract Documents received from the Engineer.

A bid bond or certified check/bank draft drawn on a solvent bank, payable without condition to the City of Wood Dale in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A performance bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the City of Wood Dale for the faithful performance of the contract, must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

The contractor will be required to pay not less than the Davis-Bacon wage rates on this project. He shall also comply with all applicable Federal, State, and local regulations. The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, and/or to advertise for new proposals, if in the judgment of the City of Wood Dale, its best interests will be promoted thereby.

"Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient's policy regarding the increased use of

disadvantaged business enterprises. The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4."

Mayor and City Council
City of Wood Dale
DuPage County, Illinois

INFORMATION FOR BIDDERS

BIDS will be received by City of Wood Dale

(herein called the "OWNER"), at 404 N Wood Dale Road, Wood Dale, IL 60191

until 2:30 PM on April 5, 20 21, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The City of Wood Dale, Attn.: City Clerk
at 404 N Wood Dale Road, Wood Dale, IL 60191. Each sealed envelope containing a BID must be plainly marked on the outside as BID for WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION - CONTRACT D and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at 404 N Wood Dale Road, Wood Dale, IL 60191.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within **120** days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned, and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him or her from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have

access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for making audit, examination, excerpts, and transcriptions thereof.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR might terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he or she deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

All BIDDERS will comply with Sec. 436 of H.R. 3547, "The Consolidated Appropriations Act, 2014", which specifies that all "iron and steel products" used in the project are produced in the United States.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his or her BID.

Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the OWNER all major material suppliers.

Inspection trips for prospective BIDDERS will leave from the office of the _____ at _____
No inspection will be held.

The ENGINEER is Jacob Wellbank, Robinson Engineering, Ltd. His/her address is _____
127 N Walnut Street, Ste. 200, Itasca, IL 60143

BID FORM OR PROPOSAL

Proposal of BENCHMARK CONSTRUCTION CO, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of ILLINOIS doing business as A CORPORATION * to the City of Wood Dale (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION, CONTRACT D - WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by November 1, 2021.

BIDDER further agrees to pay as liquidated damages, the sum of \$ 5,000 for each consecutive calendar day thereafter.

BIDDER certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014".

* **Insert "a corporation", "a partnership", or "an individual" as applicable.**

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party to the joint bid certifies, as to his or her own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter relating to the prices;
- (ii) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition;

(II) Each person signing the bid shall certify that:

- (i) He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
- (ii) He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their bidder's agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (where applicable):

#1 (3-8-2021), #2 (3-18-2021), #3 (4-1-2021)

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <http://beta.sam.gov/>
- (ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington,

DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) *Payrolls and basic records.*
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages

paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website, [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The following shall be inserted into any contract subject only to the Contract Work Hours and Safety Standards Act.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

*******Insert applicable current Davis-Bacon Wage Rates Here*******

"General Decision Number: IL20210011 01/01/2021

Superseded General Decision Number: IL20200011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

CARP0555-003 06/01/2020

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 49.76	35.86
Heavy & Highway.....	\$ 49.76	35.86

 CARP0555-008 06/01/2020

WILL COUNTY

Rates	Fringes
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Carpenter and Piledriver.....\$ 49.76 38.26

 CARP0555-011 06/01/2020

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver.....\$ 49.76		35.87

CARP0790-003 05/01/2020		

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....\$ 43.56		31.72

CARP0790-004 05/01/2020		

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof),
 STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
CARPENTER.....\$ 43.56		31.72

CARP0792-003 05/01/2020		

BOONE COUNTY

	Rates	Fringes
CARPENTER.....\$ 45.10		30.18

ELEC0009-002 05/31/2020		

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....\$ 42.82		61.93%
Lineman and Equipment		
Operator.....\$ 54.90		61.93%

ELEC0117-001 06/01/2020		

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....\$ 51.15		35.2%+17.19

ELEC0150-001 08/01/2020		

LAKE COUNTY

	Rates	Fringes
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ELECTRICIAN.....\$ 42.05 44.14

ELEC0176-011 06/01/2020

WILL COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 47.00	41.09

ELEC0196-001 03/02/2020

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 44.61	36.25%+6.50+A
Groundman Truck Driver.....	\$ 35.52	36.25%+6.50+A
Groundman.....	\$ 34.27	36.25%+6.50+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician.....	\$ 53.63	36.25%+6.50+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

ELEC0364-003 06/01/2020

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.62	36.97

ELEC0461-006 06/08/2020

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 49.94	35.28

ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	105.86%

ENGI0150-015 06/01/2020

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 47.00	42.70
Group 2.....	\$ 46.45	42.70
Group 3.....	\$ 45.15	42.70
Group 4.....	\$ 43.70	42.70
Group 5.....	\$ 42.25	42.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back Machine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket 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; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; 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

(add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 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 Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; 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

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 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; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

 * ENGI0150-024 06/01/2020

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 50.30	42.90
GROUP 2.....	\$ 49.75	42.90
GROUP 3.....	\$ 47.70	42.90
GROUP 4.....	\$ 46.30	42.90
GROUP 5.....	\$ 45.10	42.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket 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; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 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 Machines; 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

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 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;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-014 06/01/2020

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

Rates

Fringes

IRONWORKER		
Sheeter.....	\$ 52.76	40.48
Structural and Reinforcing..	\$ 52.51	40.48

IRON0063-003 06/01/2020

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 51.63	37.73

* IRON0393-003 06/01/2020

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.99	38.24

IRON0444-006 06/01/2018

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.00	38.20

IRON0498-003 06/01/2020

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.85	42.43

LABO0002-004 06/01/2018

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

LABO0002-009 06/01/2018

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs.....	\$ 43.72	28.19
16 - 20 lbs.....	\$ 44.22	28.19
21 - 26 lbs.....	\$ 44.72	28.19
27 - 33 lbs.....	\$ 45.72	28.19
34 lbs and over.....	\$ 46.72	28.19
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen;
Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men;
Bracers-bracing; Bricklayer tenders; Catch basin diggers;
Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac;
Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous
waste removal laborer; Dosimeter (any device) monitoring
nuclear exposure

LABO0032-007 05/01/2020

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 37.34	34.12
Skilled Laborer.....	\$ 40.39	34.12

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot

Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

LABO0075-002 06/01/2017

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.55	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.55	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.55	27.47
GROUP 7.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettleman & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or

buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work—all sewer and drain pipelayers—multiple concrete duct or any other type of pipe used on public utility work—8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators—any type—8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

LABO0149-002 06/01/2018

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 43.00	28.19
GROUP 3.....	\$ 43.00	28.19
GROUP 4.....	\$ 43.00	28.19
GROUP 5.....	\$ 42.95	28.19
GROUP 6.....	\$ 43.07	28.19
GROUP 7.....	\$ 43.07	28.19
GROUP 8.....	\$ 42.72	28.19
GROUP 9.....	\$ 43.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

LABO0152-003 06/01/2017

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.28	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.43	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apSCO; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunitite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

PAIN0014-003 06/01/2018

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 46.55	27.24

PAIN0030-001 06/01/2019

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER Brush, Drywall Taper/Finisher, Sandblaster, and Spray.....	\$ 47.30	22.53

PAIN0030-004 06/01/2019

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

	Rates	Fringes
PAINTER Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel...\$	40.65	23.66

PLAS0011-002 06/01/2020

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	44.19	39.41

PLAS0011-008 06/01/2020

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	48.20	35.35

PLAS0011-013 06/01/2020

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	46.72	36.84

PLAS0011-015 06/01/2020

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	38.75	31.27
PLASTERER.....\$	35.78	32.38

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	38.00	24.03

* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....\$	37.68	0.15+a
4 Axle Trucks.....\$	37.83	0.15+a
5 Axle Trucks.....\$	38.03	0.15+a
6 Axle Trucks.....\$	38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to

40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0301-001 06/01/2019

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 39.34	10.75+a
4 AXLES.....	\$ 39.49	10.75+a
5 AXLES.....	\$ 39.69	10.75+a
6 AXLES.....	\$ 39.89	10.75+a

FOOTNOTES:

- a. 380.00 per week pension.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20

years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0325-004 06/01/2020

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 39.87	22.60
4 Axles.....	\$ 40.02	22.60
5 Axles.....	\$ 40.22	22.60
6 Axles.....	\$ 40.33	22.60

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0330-002 06/01/2019

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.23	0.25+a
4 AXLES.....	\$ 38.38	0.25+a
5 AXLES.....	\$ 38.58	0.25+a
6 AXLES.....	\$ 38.78	0.25+a

FOOTNOTE: a. \$868.50 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

Rates

Fringes

TRUCK DRIVER

2-3 AXLES.....	\$ 38.47	0.25+a
4 AXLES.....	\$ 38.62	0.25+a
5 AXLES.....	\$ 38.82	0.25+a
6 AXLES.....	\$ 39.02	0.25+a

FOOTNOTE: a. \$861.10 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

..

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

City of Wood Dale
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK
REL # 15-R0651D

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule of Prices

(For complete information covering these items, see plans and specifications) NOTE: BIDS shall include sales tax and all other applicable

Item No.	Items	Unit	Quantity	Unit Price	Total
1	PRECONSTRUCTION VIDEO TAPING	L SUM	1	3,000.00	3,000.00
2	MOBILIZATION	L SUM	1	319,000.00	319,000.00
3	TEMPORARY CONSTRUCTION FENCE	FOOT	600	12.00	7,200.00
4	INLET FILTERS	EACH	25	150.00	3,750.00
5	PERIMETER EROSION BARRIER	FOOT	950	2.50	2,375.00
6	TEMPORARY DITCH CHECKS	FOOT	50	12.00	600.00
7	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	150	30.00	4,500.00
8	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50	40.00	2,000.00
9	TREE ROOT PRUNING	EACH	30	90.00	2,700.00
10	TREE PROTECTION FENCING	FOOT	450	7.00	3,150.00
11	PAVEMENT REMOVAL	SQ YD	3000	18.00	54,000.00
12	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	5000	2.50	12,500.00
13	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL	SQ YD	100	18.00	1,800.00
14	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQ YD	200	22.00	4,400.00
15	SIDEWALK REMOVAL	SQ FT	6000	2.00	12,000.00
16	CURB REMOVAL	FOOT	700	5.00	3,500.00
17	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1500	6.00	9,000.00
18	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	4	440.00	1,760.00
19	REMOVAL OF POLE FOUNDATION	EACH	2	660.00	1,320.00
20	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	1500	16.00	24,000.00
21	AGGREGATE BASE COURSE, TYPE B 14"	SQ YD	1800	22.00	39,600.00
22	CONCRETE CURB, TYPE B	FOOT	500	32.00	16,000.00

Item No.	Items	Unit	Quantity	Unit Price	Total
23	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2000	28.00	56,000.00
24	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12	FOOT	300	28.00	8,400.00
25	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6500	7.00	45,500.00
26	DETECTABLE WARNINGS	SQ FT	100	24.00	2,400.00
27	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	200	38.00	7,600.00
28	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	200	68.00	13,600.00
29	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	750	67.00	50,250.00
30	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	825	69.00	56,925.00
31	BITUMINOUS MATERIALS (PRIME COAT)	POUND	6200	0.01	62.00
32	BITUMINOUS MATERIALS (TACK COAT)	POUND	2500	0.01	25.00
33	CLASS D PATCHES, TYPE IV, 14 INCH	SQ YD	350	100.00	35,000.00
34	ADJUSTING WATER MAIN 6"	FOOT	100	100.00	10,000.00
35	6" CUT AND CAP	EACH	2	1,500.00	3,000.00
36	6" DUCTILE IRON WATER MAIN WITH POLYETHYLENE ENCASEMENT	FOOT	140	120.00	16,800.00
37	6" VALVE AND VALVE VAULT, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	3,300.00	3,300.00
38	STORM SEWER, PVC SDR 26, 6"	FOOT	50	50.00	2,500.00
39	STORM SEWER, PVC SDR 26, 8"	FOOT	200	50.00	10,000.00
40	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	20	50.00	1,000.00
41	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	FOOT	20	92.00	1,840.00
42	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	150	105.00	15,750.00
43	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"	FOOT	30	160.00	4,800.00
44	STORM SEWERS JACKED IN PLACE, 24"	FOOT	150	645.00	96,750.00
45	STORM SEWERS, CLASS A, TYPE 1 30"	FOOT	30	88.00	2,640.00
46	PRECAST CONCRETE BOX CULVERTS 10' X 10'	FOOT	3050	1,244.00	3,794,200.00
47	TRENCH BACKFILL	CU YD	580	47.00	27,260.00
48	INLETS TO BE ADJUSTED	EACH	3	500.00	1,500.00
49	CATCH BASINS TO BE ADJUSTED	EACH	3	500.00	1,500.00
50	MANHOLES TO BE ADJUSTED	EACH	3	500.00	1,500.00
51	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	3	800.00	2,400.00
52	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	1	800.00	800.00
53	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	1,800.00	1,800.00
54	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1	1,800.00	1,800.00
55	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	2,100.00	2,100.00

Item No.	Items	Unit	Quantity	Unit Price	Total
56	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	2,100.00	2,100.00
57	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	3,200.00	9,600.00
58	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	3,200.00	3,200.00
59	HYDRODYNAMIC SEPARATOR	L SUM	1	60,000.00	60,000.00
60	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	28	207.30	5,804.40
61	LIGHT POLE, ALUMINUM, 20 FT., SPECIAL	EACH	6	3,417.00	20,502.00
62	LUMINAIRE, LED, TYPE 4, SPECIAL	EACH	9	855.00	7,695.00
63	LUMINAIRE, LED, TYPE 5, SPECIAL	EACH	1	855.00	855.00
64	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	200	26.00	5,200.00
65	UNIT DUCT, 600V, 3-1C NO.6, 1/C NO.8 GROUND, (XLP-TYPE USE), 1" DIA. POLYETHYLENE	FOOT	450	16.00	7,200.00
66	PAINT PAVEMENT MARKING - LINE 4"	FOOT	4300	6.00	25,800.00
67	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	20.00	1,000.00
68	EARTH EXCAVATION (SPECIAL)	CU YD	1275	33.00	42,075.00
69	CHANNEL EXCAVATION (SPECIAL)	CU YD	237	135.00	31,995.00
70	FENCE REMOVAL AND REINSTALLATION	FOOT	300	30.00	9,000.00
71	CHAIN LINK FENCE, 4'	FOOT	100	30.00	3,000.00
72	SIGN PANEL - TYPE 1	SQ FT	40	30.00	1,200.00
73	METAL POST - TYPE B	FOOT	100	25.00	2,500.00
74	STONE RIPRAP, CLASS A2	SQ YD	200	70.00	14,000.00
75	STONE RIPRAP, CLASS A4 (SPECIAL)	SQ YD	250	70.00	17,500.00
76	STONE RIPRAP, CLASS A5	SQ YD	150	85.00	12,750.00
77	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	7800	6.00	46,800.00
78	SEEDING, SPECIAL	SQ YD	7700	2.00	15,400.00
79	SEEDING, CLASS 4B (MODIFIED)	SQ YD	350	2.00	700.00
80	TEMPORARY EROSION CONTROL BLANKET	SQ YD	350	3.00	1,050.00
81	TREE, ACER RUBRUM (RED MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	750.00	2,250.00
82	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4	750.00	3,000.00
83	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4	750.00	3,000.00
84	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	2	750.00	1,500.00
85	SHRUB, SAMBUCUS CANADENSIS (AMERICAN ELDER), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4	150.00	600.00
86	SHRUB, ARONIA MELANOCARPA (BLACK CHOKE BERRY), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4	150.00	600.00
87	DEWATERING OF EXCAVATION AND SYSTEMS	CAL DA	120	50.00	6,000.00
88	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1500	73.00	109,500.00


Item No.	Items	Unit	Quantity	Unit Price	Total
89	NON-SPECIAL WASTE DISPOSAL	CU YD	500	60.00	30,000.00
90	NON-HAZARDOUS GROUNDWATER DISPOSAL	GALLON	5000	1.50	7,500.00
91	GUARANTEE & MAINTENANCE BOND	L SUM	1	20,000.00	20,000.00
				Bidder's Proposal for making Entire Improvements:	\$ 5,338,033.40

TOTAL OF BID..... \$5,338,033.40

LUMP SUM PRICE (if applicable).....

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes No

Respectfully submitted:


Signature


2260 Southwind Blvd.
Bartlett, IL 60103
Address

MARK ATKINS, PRESIDENT
Title

4-5-2021
Date

630-497-1700
Telephone #

mollyf@bmk8.com
E-mail Address


Attest TIM STREPEK, CORP. SECRETARY

(SEAL - If BID Is by a corporation)

MAJOR ITEMS OF EQUIPMENT

It is hereby expressly agreed that the Contractor shall furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers:

No.	Description	Manufacturer or Supplier
1.	SEE ATTACHED	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

BENCHMARK CONSTRUCTION EQUIPMENT

<i>EQUIP #</i>	<i>Year</i>	<i>Purch Date</i>	<i>Description</i>
020015	2000	8/9/2002	Ford F250 Super Duty
020110	2001	8/9/2002	2001 Ford F350
020304	2003	7/28/2003	2003 Ford F350
020401	2004	3/18/2004	2004 Ford F350
020403	2004	5/19/2004	2004 Ford F350 SD
020702	2007	7/27/2006	2007 Ford F350
020703	2007	7/27/2006	2007 Ford F350
020705	2007	7/24/2008	2007 Ford E250 Van
020801	2008	3/29/2008	2008 Ford F350 SD
020802	2008	7/31/2008	2008 Ford F350 Sd
020803	2008	11/5/2014	2008 Chevrolet Bus (Goshen)
020901	2009	7/13/2009	2009 Ford F350 SD
021001	2011	11/2/2010	2011 Ford F350 SD
021011	2011	12/20/2010	2011 Ford F350
021102	2011	5/24/2012	2011 Ford E250 Van
021201	2012	5/24/2012	2012 Ford F250 Pickup
021301	2013	4/25/2013	2013 Ford F350 SD
021401	2014	4/16/2014	2014 Ford F250 Ext Cab
021404	2014	7/10/2014	2014 Ford F450 SD
021405	2014	7/10/2014	2014 Ford F450 SD
021501	2015	7/17/2014	2015 Ford F450
021502	2014	11/20/2014	2015 Ford F350
021503	2015	2/5/2015	2015 Ford F450
021601	2015	12/29/2015	2016 Ford F450
021603	2016	4/8/2016	2016 Dodge Ram 2500
021604	2016	5/5/2016	2016 Ford F450
021605	2016	8/23/2016	2016 Ford Transit-350 Van
021606	2016	8/30/2016	2016 Ford Transit
021607	2016	9/28/2016	2016 Ford F350 Pickup
021608	2016	11/7/2016	2016 Ford F250 Crew Cab
021609	2016	11/7/2016	2016 Ford F250 Crew Cab
030101	2001	7/11/2012	2001 Ford F450
030107	2001	8/9/2002	2001 Ford F450 SD
030201	2002	7/19/2012	2002 Ford F450
030202	2002	8/21/2012	2002 Ford F550
030401	2004	6/19/2003	2004 Ford F750 w/14' Dump
030402	2004	7/26/2005	2004 Ford F450 Service Body
030601	2006	7/29/2015	2006 Intrnl 4200 Water Truck
030701	2007	8/3/2009	2007 Ford F450
030702	2007	8/3/2009	2007 Ford F450

030801	2008	5/31/2008	2008 Ford F450 SD
030802	2008	5/31/2008	2008 Ford F450 SD
030803	2008	5/31/2008	2008 Ford F550 SD
030804	2008	8/22/2008	2008 Ford F450 SD
030805	2008	1/5/2016	2008 Sterling Sewer Vector Truck
030901	2009	7/13/2009	2009 Ford F450
030902	2009	7/15/2016	2009 Freightliner Reefer Truck
031401	2014	4/1/2014	2014 CUES TV Inspctn Systm Ford FFFA
031402	2014	4/18/2016	2014 Kenworth Vac-Truck
031402A	2014	8/1/2016	Use Tax - 2014 KW Vac-Truck
031501	2015	7/23/2014	2015 Ford F750 w/ 14' Dump
031601	2016	2/10/2016	2016 Kenworth Boiler Truck
031602	2016	2/26/2016	2016 Dodge 5500 Mechanic Truck
031603	2016	7/5/2016	2016 Dodge 5500 Mechanic Truck
031604	2016	11/7/2016	2016 Ford F550 Aries Cutter System
031604A	2016	11/7/2016	CUES Granite XP Software for 031604
039901	1999	5/22/2014	1999 Ford F550 Flatbed
050701	2008	11/9/2007	2008 Kenworth T800 Tractor Truck
051101	2012	12/23/2011	2012 Kenworth T800 Tractor Truck
051601	2016	9/2/2015	2016 Kenworth T800 Tractor
060801		5/20/2008	Pressure Washer - JCW-3504
060802		5/21/2008	Pressure Washer - JCW-3504
060803		5/27/2008	Pressure Washer - JCW-3504
060804	2008	7/18/2008	Pressure Washer - JCW3504
060901	2009	8/8/2009	Pressure Washer - 3500 psi
060902	2009	8/8/2009	Pressure Washer - 3500 psi
060903	2009	9/16/2009	Pressure Washer - 3500 psi
061201	2012	5/2/2012	Pressure Washer - Gas
070402	2004	8/25/2004	Atlascopco Compressor
070801	2008	6/1/2008	I/R Diesel Air Compressor
070802	2008	6/1/2008	I/R Diesel Air Compressor
070803	2008	6/1/2008	I/R Diesel Air Compressor
070804	2008	9/1/2008	I/R Diesel Air Compressor
070901	2009	7/29/2009	I/R Diesel Air Compressor
070902	2009	7/29/2009	I/R Diesel Air Compressor
071101	2011	11/1/2011	Ing Rand 185cfm Compressor
071102	2011	11/1/2011	Ing Rand 185cfm Compressor
071401	2014	9/23/2014	Ingersall-Rand Compressor
071601	2016	2/11/2016	AALADIN 3000 230V Compressor
071602	2016	2/5/2016	Diesel Air Compressor - 185cfm
071603	2016	2/29/2016	7.5HP 80 Gal Air Compressor
071604	2016	2/10/2016	375cfm Diesel Air Compressor
071605	2016	4/20/2016	Air Compressor 185 Cfm Diesel
071607	2016	5/16/2016	Air Compressor - Doosan P250WJD
071608	2016	9/6/2016	Chicago Pneumatic 185cfm

079412	1994	3/22/1994	Ingersoll Rand Air Compressor
080602	2006	8/4/2006	Generator 25k Watt
080703	2007	8/1/2007	Generator 2k-3k Gas
080704	2007	8/1/2007	Generator 2k-3k Gas
080801	0	5/20/2008	8-12k Watt Generator - WAC GS9
080802		5/19/2008	2-3k Watt Generator - GP2500A
080803		5/19/2008	2-3k Watt Generator - EG3500
080804		5/21/2008	8-12k Watt Generator - WAC GS9
080805		5/21/2008	8-12k Watt Generator - WAC GS9
080806		5/21/2008	8-12k Watt Generator - WAC GS9
080807	2008	6/16/2008	5k Generator WAC GP2500A
080810	2008	7/3/2008	2-3k Watt Generator - EG3500
080811	2008	7/18/2008	8-12k Watt Generator - WAC GS9
080814	2008	7/30/2008	2-3k Watt Generator - EB3000
080815	2008	9/22/2008	2-3k Watt Generator - EB3000
080816	2008	9/22/2008	2-3k Watt Generator - EB3000
080901	2009	2/9/2009	2-3k Generator - EB3000
080902	2009	2/11/2009	3000 Generator - EB3000
080903	2009	2/27/2009	2-3K Generator
080904	2009	5/22/2009	3000W Generator - EB3000
080905	2009	5/27/2009	2-3k Gas Generator
080906	2009	5/29/2009	3000W Generator
080907	2009	7/23/2009	8-12k Watt Generator
080908	2009	7/23/2009	8-12k Watt Generator
080909	2009	8/14/2009	2-3k Watt Generator
080910	2009	11/1/2009	25k Watt Generator
081001	2010	6/4/2010	8-15k Watt Generator
081002	2010	7/27/2010	2-3k Watt Generator - EB3000
081003	2010	8/18/2010	2-3K Watt Generator - EB3000
081004	2010	8/18/2010	2-3K Watt Generator- EB3000
081006	2010	11/29/2010	2-3k Watt Generator
081007	2010	11/29/2010	2-3k Watt Generator
081008	2010	12/13/2010	2-3k Watt Generator
081101	2011	4/21/2011	2-3k Watt Generator
081102	2011	4/21/2011	8-15k Watt Generator
081103	2011	4/27/2011	2-3k Watt Generator
081104	2011	5/10/2011	8-15k Watt Generator
081105	2011	5/1/2011	25k Watt Generator
081106	2011	6/30/2011	2-3k Watt Generator
081107	2011	7/12/2011	2-3k Watt Generator
081108	2011	11/1/2011	25k Watt Generator
081109	2011	11/1/2011	25k Watt Generator
081110	2011	11/1/2011	25k Watt Generator
081111	2011	11/1/2011	100-125k Watt Generator
081112	2011	11/1/2011	70k Watt Generator

081113	2011	11/1/2011	50k Watt Generator
081201	2011	1/18/2012	3k Watt Generator
081401	2014	5/22/2014	6k Watt Gas Generator
081601	2016	2/1/2016	25k Watt Diesel Generator
081602	2016	5/24/2016	25k Watt Diesel Generator
081603	2016	7/22/2016	Wacker-Neuson G70 Generator
081604	2016	8/22/2016	MultiQuip 7k Watt Generator
081605	2016	9/21/2016	Wacker-Neuson G25 Generator
090201	0	3/7/2005	48" Bucket w/ Sidecutters - SK235SR
090402	2004	6/7/2005	2004 Kobelco SK330 Excavator
090601	2006	6/8/2006	2006 Hitachi ZX-270 Excavator
090602	2006	6/8/2006	2006 Hitachi ZX-450 Excavator
090701	2007	7/1/2007	36" Used Bucket - For Kobelco SK135
090702	2005	11/12/2007	2005 JCB JS260LC Excavator
090704	2006	12/18/2007	Central 48" Bucket
090705	2006	12/18/2007	Badger 36" Bucket
090706	2006	12/18/2007	Central 24" Bucket
090707	2006	12/18/2007	Central 36" Bucket
090802	2008	4/19/2008	JCB 24" Bucket
090803	2008	7/30/2008	Badger 24" Bucket w/ Cutters
090804	0	8/29/2008	Cat 314C Excavator
090806	2002	11/7/2008	Komatsu PC128US-2
090807	2008	11/1/2008	Cat Compactor Plate
090808	2009	1/25/2009	Cylinder Bucket X13076
090901	2008	1/13/2009	JCB 24" Bucket w/ Side Cutters
091001	2010	6/25/2010	48" Gp Bucket w/ Cutters
091002	2010	11/18/2010	2010 Cat 308D Excavator w/Hammer
091003	2010	12/21/2010	CAT 345CL Excavator
091101	2010	3/11/2011	Vib Plate - 3200lb
091102	2011	4/11/2011	66" Bucket, 345 Excavator
091103	2012	12/11/2012	CAT 316DL Excavator
091201	2012	6/29/2012	48" Bucket
091202	2012	7/31/2012	72" Bucket for #090602
091203	2012	8/1/2012	2012 Cat 321DL
091204	2012	10/16/2012	2012 Cat 321D
091205	2012	11/3/2014	2012 CAT 349E Excavator
091301	2013	2/18/2013	24" Cat Bucket
091302	2013	2/12/2013	Komatsu PC138 Excavator
091303	2013	7/12/2013	CAT 314D Excavator
091304	2013	8/29/2013	Komatsu PC138 Excavator
091305	2013	2/25/2015	CAT 906H2 Excavator
091306	2013	4/8/2015	CAT 314E Excavator
091501	2015	1/21/2015	CF 60" Bucket
091502	2014	2/26/2015	AA 36" Bucket
091503	2014	2/25/2015	48" Bucket

091504	2015	4/3/2015	Komatsu PC490LC w/ 48" & 66" Buckets
091505	2015	10/16/2015	30" Esco Bucket
091506	2015	1/8/2016	CAT 328D Excavator
091601	2016	1/13/2016	24" CAT Bucket
091602	2015	4/12/2016	Bobcat E35 Excavator
091603	2016	4/15/2016	Komatsu PC228
091604	2016	6/13/2016	42" CAT 314 Bucket
091605	2012	9/28/2016	2012 CAT 329E Excavator
101301	2013	12/3/2013	Gomaco GHP 2800 Track Paver
101302	2013	12/3/2013	Gomaco TC-600 Texture Cure Machine
101401	1996	5/22/2014	1996 Miller M-1000 Curb Machine
101501		5/7/2015	Gomaco 9500 Trimmer
101502	2015	6/22/2015	Gomaco GHp Sidebar Hyd/Vib
101503		6/22/2015	Gomaco 9500 Tub / Conveyor
101504		9/2/2015	Gomaco 2400 Paver
101505	2015	8/19/2015	Gomaco Spanitt Bridge
101601	2016	10/27/2016	Curb & Gutter Mold - #651-3848
109148	1991	3/1/1994	Bandit Chipper
120027	2000	12/14/2000	Case 850G LGP Dozer
121101	2011	12/20/2011	Cat D6NLGP Dozer
121102	2015	5/1/2015	Dozer GPS Dig System
130901	2009	2/13/2015	2009 Toyota Lift Truck
131001	2010	11/18/2010	2010 Cat 252B Skid Steer w/Hammer
131101	2011	11/1/2011	Bobcat S650 Skid Steer w/ Bucket
131201	2001	11/26/2012	2001 New Holland Skid Steer
131202	2012	12/18/2012	Bobcat S750 - Skid Steer Loader
131203	2012	12/18/2012	Bobcat S220 Skid Steer Loader
131301	2013	9/9/2013	Bobcat S750 Skid Steer Loader
131302	2013	12/6/2013	Bobcat Skid Steer - 630HFQ
131401	2014	4/8/2014	Forks - Skid Steer
131501	2015	6/26/2015	CAT 252B3 Skid Steer Loader
131602	2016	3/28/2016	Skid Steer Trencher Attachment
131603	2016	5/3/2016	Bobcat Skid Steer S650
131604		8/29/2016	Toyota Forklift - Laramie
140201	2002	5/22/2014	2002 John Deere Backhoe 270LG
140401	2004	8/1/2004	Bobcat 5G/KF6 Hyd Brkr
140601	2006	2/27/2006	2006 JCB 214 Backhoe Loader
140801	2007	1/1/2008	Case 721E Wheel Loader
140802	2007	4/30/2008	Case 521D Wheel Loader
140803	2007	4/30/2008	Case 521D Wheel Loader
140901	2008	3/31/2009	Case 621E Wheel Loader
141101	2011	2/16/2011	60" Set of Forks for JCB 436
141102	2012	12/11/2012	CAT 906H Loader
141103	2012	12/11/2012	CAT 928H Loader
141301	2011	7/1/2013	CAT 906H Loader

141501	2015	6/9/2015	2015 Volvo L70G Wheel Loader
141502	2015	5/14/2015	CAT 420 Loader w/ Hyd Hammer
141503	2015	8/8/2016	2015 Volvo L90G Loader
141601	2016	9/8/2016	2016 CAT 914K Wheel Loader
150561		3/1/1994	Allis Chalmers Grader
150985		9/11/1995	Plate Compactor
151401	2014	6/9/2014	Asphalt Plate Compactor
151501		4/30/2015	CAT 815 Compactor
160801	2008	6/20/2008	30' Ladder w/ Cage
160802	2010	9/10/2010	30' Ladder w/ Cage
160901	2009	4/9/2009	ArrowBoard - Solar
161001	2010	3/1/2010	Arrowboard - Solar
161002	2010	3/1/2010	Arrowboard - Solar
161003	2010	7/1/2010	Arrowboard - Solar
161201	2011	1/23/2012	Arrowboard - Solar
161202	2012	6/20/2012	Arrowboard - Solar
161301	2012	1/10/2013	Arrowboard - Solar
161302	2012	1/10/2013	Arrowboard - Solar
161303	2012	1/10/2013	Arrowboard - Solar
161304	2012	1/10/2013	Arrowboard - Solar
161305	2013	11/15/2013	Arrowboard - Wanco WTSP55
161401	2014	8/12/2014	Arrowboard
161402	2014	8/12/2014	Arrowboard
161403	2014	8/12/2014	Arrowboard
161404	2014	8/12/2014	Arrowboard
161501	2015	4/23/2015	Arrowboard
161502	2015	4/23/2015	Arrowboard
170201	2002	4/4/2002	GME SL420 4 X 20 Trench Box
170301	2003	9/26/2003	Pro-Tec 8'x24' Trench Box
170302	2003	11/1/2003	8" & 10" Steel Forms
170501	2005	7/1/2005	6 CY Bedding Box
170502	2005	8/12/2005	GME Steel Trench Box
170503	2005	9/1/2005	9 Cu Ft Rock Box
170602	2006	5/31/2006	GME Trench Box 8x24
170603	2006	6/28/2006	Trench Box - GME 6M1027C
170604	2006	6/28/2006	Trench Box - GME 6M1024C
170605	2006	6/28/2006	Stone Box - GME
170606	2006	8/8/2006	Welder - Bobcat 250
170607	2006	8/1/2006	Trench Box 6x6x3
170701	2007	1/2/2007	Trench Box
170702	2007	1/2/2007	Trench Box
170703	2007	3/9/2007	Trench Box 8x16
170704	2007	7/30/2007	8x8x8 Manhole Box
170705	2007	7/31/2007	10x24 Trench Box w/ Height Adptrs
170706	2007	8/28/2007	Lifting Beam 12'

170801		1/1/2008	6'x6' Trench Box
170802	0	1/31/2008	8'x8' Trench Box
170802	0	1/10/2008	6'x6' Trench Box
170803	0	1/31/2008	8'x8' Trench Box
170804	0	2/18/2008	6'x6' Trench Box
170805	2008	3/7/2008	6'x6' Trench Box
170806	2008	3/26/2008	Sifter Screen Box 12
170807	2008	4/2/2008	15yd Bedding Box
170808	2008	6/6/2008	8x8 Trench Box
170809	2008	7/29/2008	8x8 Trench Box w/ Sprdrs
170810	2008	9/22/2008	8'x20' Road Plates
170811	2008	12/4/2008	6'x6' Trench Box
170812	2008	12/4/2008	6'x6' Trench Box
170813	2008	12/16/2008	8'x8' Trench Box w/ Spreaders
170813	2008	11/18/2008	6x8 Alum Shield Box
170901	2009	2/1/2009	8'x8' Alum Trench Box
170902	2009	3/30/2009	8'x12' Trench Box
170903	2009	4/2/2009	72" Build a Box
170904	2009	4/3/2009	72" Build a Box
170905	2009	6/2/2009	6x6 Alum Shield Box
170941		10/1/1994	Trench Box
170942		10/1/1994	Trench Box
170964		3/15/1995	Welder Shopmaster
170965		3/27/1995	Hypotherm Plazma Cutter
171001	2010	2/10/2010	8'x27' Trench Box
171002	2010	3/5/2010	Miller Welder - BC250
171003	2010	3/25/2010	352' OF 8" Spreader Bars
171004	2010	3/29/2010	6'x27' Trench Box
171005	2010	4/20/2010	4' Clearance Arch Ext
171006	2010	9/16/2010	8'x16' Trench Box w/Spreaders
171007	2010	9/16/2010	8'x16' Trench Box w/Spreaders
171008	2010	9/20/2010	Adjustable Spreaders
171009	2010	9/20/2010	Adjustable Spreaders
171010	2010	11/1/2010	4x24 Trench Box
171011	2010	11/1/2010	8x20 Trench Box w/Sprdrs
171012	2010	11/1/2010	8x20 Trench Box w/Sprdrs
171013	2010	11/1/2010	8x8 Trench Box w/Sprdrs
171014	2010	11/1/2010	10x12 Trench Box w/Sprdrs
171015	2010	11/1/2010	10x12 Trench Box w/Sprdrs
171016	2010	11/1/2010	8x32 Trench Box w/Sprdrs
171017	2010	11/1/2010	4x32 Trench Box w/Sprdrs
171018	2010	11/1/2010	Arch Spreader
171019	2010	11/1/2010	Arch Spreader
171020	2010	11/1/2010	8x12 Trench Box w/Sprdrs
171021	2010	12/21/2010	8x8 Trench Box

171101	2011	11/7/2011	8'x8' Trench Box w/Sprdrs
171201	2012	2/1/2012	10x12 Trench Box W/Sprdrs
171202	2012	6/1/2012	8x10 Trench Box w/Sprdrs
171203	2012	6/1/2012	6x6 Trench Box w/Sprdrs
171204	2012	6/29/2012	6'x6' Trench Box w/Sprdrs
171205	2012	7/2/2012	6'x6' Trench Box w/Sprdrs
171206	2012	8/6/2012	Ditch Witch 950R
171207	2012	7/10/2012	8x8 Trench Box w/Sprdrs
171208	2012	7/30/2012	6x6 4-Sided Trench Box
171209	2012	8/2/2012	120" Build A Box w/Sprdrs
171210	2012	8/6/2012	6x6 4-Sided Trench Box
171211	2012	9/6/2012	4 Sided Trench Box
171212	2012	9/11/2012	10x20' Trench Box
171213	2012	9/27/2012	10x16' Trench Box
171214	2012	9/11/2012	48-72" Adjstble Trench Box
171215	2012	9/11/2012	60-96" Adjstble Trench Box
171216	2012	11/1/2012	6x6 Trench Box - Speedshore
171301	2013	4/15/2013	6x6' Trench Box w/Sprdrs
171301	2013	1/29/2013	Build A Box Panels 72"
171303	2013	4/15/2013	6x6' Trench Box w/Sprdrs
171304	2013	5/16/2013	6x6' Trench Box w/Sprdrs
171305	2013	6/21/2013	8'x8' Trench Box w/Sprdrs
171306	2013	6/21/2013	8x8' Trench Box w/Sprdrs
171307	2013	9/3/2013	Build a Box Panels / Corner
171308	2013	9/26/2013	4X16' Trench Box
171309	2013	10/2/2013	4x12' Trench Box
171310	2013	11/15/2013	8x8' Trench Box - Alum
171311	2013	11/15/2013	8x8' Trench Box - Alum
171401	2014	2/20/2014	Build-A-Box Panels/Corners
171402	2014	2/20/2014	Build-A-Box Panels/Corners
171403	2014	4/24/2014	6x6' Trench Box
171404	2014	4/24/2014	6x6' Alum Trench Box
171405	2014	4/24/2014	6x6' Alum Trench Box
171406	2014	4/29/2014	10x20' Trench Box (Speedshore)
171407	2014	4/29/2014	4x20' Trench Box (Efficiency)
171408	2014	5/13/2014	6x6' Trench Box w/Sprdrs
171409	2014	5/19/2014	8x20' Speedshore Trench Box
171410	2014	5/19/2014	8x20' Speedshore Trench Box
171411	2014	7/1/2014	10x20' Trench Box 6" Walls
171412	2014	8/15/2014	8x8 Trench Box
171413	2014	8/7/2014	Trench Box w/ Corners
171414	2014	8/7/2014	Trench Box w/ Corners
171415	2014	10/23/2014	4'x16' Trench Box
171416	2014	11/20/2014	Custom Trench Box 40x14x16
171501	2015	1/9/2015	10x24' Trench Box

171502	2015	1/9/2015	10x24' Trench Box
171503	2015	2/25/2015	8x24' Trench Box
171504	2015	4/10/2015	Bedding Box 12 yd
171505	2015	4/10/2015	Bedding Box 12 yd
171506	2015	5/20/2015	8x8' Trench Box w/Sprdrs
171507	2015	7/10/2015	6x6' Trench Box
171508	2015	7/31/2015	Adjst Alum Trench Box
171509	2015	9/17/2015	Alum Trench Box
171510	2015	9/17/2015	Alum Trench Box
171601	2016	2/18/2016	8'x20' Road Plates (6)
171602	2016	4/5/2016	4x24' Trench Box
171603	2016	3/10/2016	10x16' Trench Box
171604		9/19/2016	8x8' Trench - Build A Box
171605	2016	10/31/2016	10x24' Trench Box with 24" Height Extn
171606	2016	10/31/2016	10x24 Trench Box w/ 48" Height Extn
171607	2016	10/25/2016	6x6 Alum Trench Box XLAP-66
171608	2016	10/25/2016	6x6 Alum Trench Box XLAP-66
171609	2016	10/25/2016	8x8 Alum Trench Box XLAP-88
171610	2016	10/25/2016	8x8 Alum Trench Box XLAP-88
179450	1994	6/6/1994	Trench Box
179922	1999	5/1/1999	Cable Glider HD
180024	2000	8/4/2000	Vermeer 5 1/8" Hammerhead Mole
180301	2003	9/1/2003	Mini Camera/Navigator
180401	2004	6/1/2004	9 Yd Stone Saver
180402	2004	8/1/2004	Push Camera
180435		8/9/2002	Pettibone C-44P Compactor
180501	2005	5/1/2005	AGL GL2500 Sewer Laser
180503	2005	6/2/2005	Slab Rider Drill
180505	2005	12/22/2005	Wacker Vib Plate 3400lb
180529		6/28/1987	Trench Box
180601	2006	1/31/2006	Test Plug Equipment
180602	2006	2/17/2006	3" Power Port Mole w/50' Hose
180603	2006	3/2/2006	Gas Rammer Compactor
180604	2006	3/13/2006	Mortar Mixer, Electric
180605	2006	4/12/2006	AGL GL2500 Sewer Laser w/ Remotes
180606	2006	4/11/2006	Gas Rammer Compactor
180607	2006	4/7/2006	Gas Rammer Compactor
180608	2006	5/31/2006	12yd Stone Saver
180609	1988	12/12/1988	Concrete Mixer
180610	2006	7/10/2006	Strong Back Sling - Pipe Lift
180611	2006	8/4/2006	Electric Core Drill
180612	2006	9/1/2006	Mity Mite - Pipe Puller - 5516R
180613	2006	9/30/2006	GL2500 Sewer Laser
180614	2006	10/11/2006	Tapping Machine
180685	1989	10/17/1989	Mortar Mixer

180701	2007	1/22/2007	3" Hammerhead Mole
180702	2007	1/9/2007	Rigid Portable Pipe Threader
180703	2007	3/9/2007	OTC Nemisys Scan Tool
180704	2007	4/23/2007	Electric Core Drill
180705	2007	5/25/2007	Electric Core Drill
180707	2007	10/1/2007	Concrete Bucket w/ Side Chute
180708	2007	11/8/2007	Steel Container 8'x20'
180801	2007	1/1/2008	Vibromax Roller - Single Drum
180802		8/9/2002	Double Drum Roller
180803	0	1/14/2008	Tapping Machine
180804	2008	3/4/2008	Tapping Machine
180805	2008	3/10/2008	Tapping Machine
180806	2008	3/20/2008	Tapping Machine
180807	2008	4/8/2008	Pipe Thread Drive
180808	2008	5/30/2008	Dome Head Test Plug
180809		5/29/2008	Mortar Mixer, Electric - 655PM
180810		5/29/2008	Mortar Mixer, Electric - 655PM
180811		5/29/2008	Mortar Mixer, Electric - 655PM
180812	2008	7/18/2008	Mortar Mixer, Electric - 655PM
180813	2008	8/11/2008	Wacker Vib Plate 3400lb
180814	0	8/29/2008	Wacker Vib Plate WP1550AW
180815	2008	9/10/2008	Ridgid Portable Pipe Threader
180816	2008	9/10/2008	Ridgid Portable Pipe Threader
180817	2008	10/2/2008	Wacker Vibro Plate
180901	2009	1/26/2009	Leak Detection System
180902	2009	4/3/2009	Tapping Machine
180903	2009	4/15/2009	John Deere 4x6 Gas Gator
180904	2009	7/9/2009	Pipe Thread Drive
180905	2009	7/8/2009	Pump Assy - Lining Trailer
180906	2009	7/8/2009	Continuous Mixer 75 lb
180907	2009	7/8/2009	Pump Assy - Lining Trailer
180908	2009	7/20/2009	Mortar Mxr - Elec - 655pm
180909	2009	6/19/2009	Continuous Mixer 75lb
180910	2009	7/27/2009	Mortar Mixer - Electric
180914		8/9/2002	Case 252 Double Drum Roller
180915		8/9/2002	Case 252 Double Drum Roller
180939		10/10/1994	Steel Container
180940		10/10/1994	Steel Container
181001	2010	1/26/2010	Dome Head Test Plug
181002	2010	1/26/2010	Dome Head Test Plug
181003	2010	3/24/2010	Gas Planer w/Carbide
181004	2010	7/19/2010	Dome Head Test Plug
181005	2010	9/8/2010	DynaPac Vib Roller
181006	2010	10/11/2010	S3 - 2" Survey Robot
181007	2010	9/15/2010	Dome Head Test Plug

181101	2011	1/10/2011	Plug Test 15-30"
181103	2011	3/1/2011	Mortar Mixer - Gas
181104	2011	4/26/2011	3500psi Pressure Washer
181105	2011	4/26/2011	Mortar Mixer - Electric
181106	2011	5/2/2011	Vibrating Concrete Screed
181107	2011	6/14/2011	Dome Head Test Plug 24-48"
181108	2011	7/1/2011	Hydraulic Hammer
181109	2011	7/26/2011	Allmand 4 Light Tower
181110	2011	11/1/2011	Allmand 4 Light Tower
181112	2011	11/1/2011	Ing Rand 4 Light Tower
181201	2011	1/23/2012	Double Drum Roller- W/B
181202	0	4/11/2012	HAMM - HD-10 Double Drum Roller
181203	2012	3/22/2012	Walk Behind Diesel Saw
181205	2012	5/25/2012	Walk Behind Diesel Saw
181206	2012	5/11/2012	Elec Core Drill
181207	2012	5/11/2012	Sewer Laser - GL-2700
181208	2012	5/18/2012	Elec Core Drill
181209	2012	6/19/2012	Finn T60T Hydroseeder
181210	2012	6/11/2012	Tapping Machine
181211	2012	6/26/2012	Tapping Machine
181212	2012	8/21/2012	Blaw Knox Paver - PF500
181213	0	11/26/2012	10' MWRD Manhole Forms
181214	0	11/26/2012	Symons Concrete Forms
181215		11/26/2012	Doka Concrete Forms
181216	2012	12/18/2012	Hydraulic Hammer - Allied BR555
181217	2012	11/1/2012	Vibro Plate - Diesel
181301	2013	4/5/2013	Walk Behind Diesel Saw
181302	2013	6/7/2013	Thermolazer Stripping Machine
181303	2013	7/29/2013	Hydraulic Hammer - Allied BR555
181304	2000	9/18/2013	Finlay PowerScreen Plant - 683 SuperTr
181305	2013	10/24/2013	Hydraulic Hammer
181402	2001	5/22/2014	2001 Bomag Roller BW156 D-3
181403	2014	6/16/2014	ML Bobcat250 Welder
181404	2014	9/23/2014	Baloon Light - Doosan BL2000
181501	2015	1/28/2015	Welder - TrailBlazer 325
181502	2015	3/4/2015	72" Sweeper Attachment
181503	2015	3/27/2015	Sweepster - 72" SB P/U Broom
181504	2015	4/13/2015	Hydraulic Hammer 750#
181508	2015	10/28/2015	Hypac C822C Roller
181509	2015	10/19/2015	GPS / Surveying Unit
181510	2015	12/8/2015	Diesel Sheepft Roller
181511	2015	1/19/2016	Light Tower - Diesel
181512	2015	1/25/2016	Light Tower - Diesel
181601	2016	1/12/2016	Hydraulic Hammer #750
181602	2016	1/12/2016	Hydraulic Hammer #750

181603	2016	1/11/2016	Hydraulic Hammer 750#
181604	2016	1/19/2016	Welder 250-400amp
181605	2016	3/18/2016	AXW-30 Portable Scales w/Ramps
181606	2016	3/7/2016	Hydraulic Hammer #1000
181607	2016	5/11/2016	Lumberjack 300 8-21" Cutter System
181608	2016	6/8/2016	Cosmic Sewer Rehab Robot
181609	2016	7/27/2016	Giant Kangaroo Cutter Assmbly
181610	2016	8/8/2016	Hydraulic Hammer 750# - CP RX6
181611	2016	9/29/2016	Hydraulic Hammer 750# CP RX6
181612	2016	11/9/2016	Lumberjack 300 Series M/P Cutter System
200201	2002	2/28/2013	2002 Wells Cargo Trailer
200301	2003	5/8/2003	Homemade Flat Open Trailer
200502	2005	2/24/2005	2005 Behnke BCT1812E Trailer
200602	2006	9/13/2012	2006 Wells Cargo Trailer
200701	2007	3/15/2007	2007 Talbert Lowboy Trailer
200801	2008	5/20/2008	Imperial LB-14-20 Trailer
200802	2008	5/21/2008	B&B BCT2014E Trailer
200803	2008	5/21/2008	Imperial SW-14-20 Trailer
200804	2008	7/19/2008	B&B CBCT2014E Trailer
200805	2008	8/8/2008	2008 Featherlite Trailer
200836	1997	4/27/1999	Homemade Trailer
200902	2008	6/29/2009	B&B BCT2014E Trailer
200903	2008	6/29/2009	B&B BCT2014E Trailer
201001	2010	10/14/2010	2010 Loadmax Trailer
201201	0	4/11/2012	Talbert Lowboy Trailer
201202	2012	4/6/2012	Bil-Jax Trailer
201204	2012	5/25/2012	Bil-Jax Trailer
201301	2013	8/1/2013	2013 AMO Trailer
201302	2013	9/20/2013	20' Storage Container
201401	2014	5/2/2014	2014 Atlas 8.5x20' Enclsd Trailer
201402	2014	7/7/2014	2014 Eager Beaver 20XPT Trailer
201403	2014	10/23/2014	20' Storage Trailer - Tollway
201404	2014	10/23/2014	20' Storage Trailer
201501	2015	5/1/2015	2015 PJ Trailer 83x22'
201502	2015	10/8/2015	Lowboy Trailer w/ Flip Axle
201601	2016	4/5/2016	Wesco 82x18' Trailer
201602	2016	5/5/2016	81"x16' Sure-Trac Trailer
201603	2016	5/5/2016	8.5'x20' United Trailer
201604	2016	11/2/2016	United Round Top/Front Trailer
201605	2016	12/5/2016	Sure-Trac Trailer 102"x20'
201701	2017	8/1/2016	2017 Hilbilt Mongoose Dump Trailer
208943	1989	3/1/1994	Pace America Trailer
209011	1990	3/1/1994	Pace American Tag Along Trailer
230101	2001	4/11/2001	Okada Hydraulic Breaker
230502	2005	12/27/2005	Kent Breaker - KF6 SS

230801	0	8/28/2008	KF6 Hydraulic Breaker
230901	2009	8/25/2009	Auger Head - Skidster Attchmnt
230902	2009	12/25/2009	Kent KF6 Breaker
230988		3/31/1997	Stanley 350 Breaker
650806	2008	7/22/2008	14" Gas Saw - Hus K960
650807	2008	7/21/2008	14" Gas Saw - Hus K960
650808	2008	7/21/2008	14" Gas Saw - Hus K960
650809	2008	7/21/2008	14" Gas Saw - Hus K960
650810	2008	9/19/2008	14" Gas Saw - Hus K960
650811	2008	11/10/2008	14" Gas Saw
650901	2009	1/28/2009	16" Gas Saw
650902	2009	3/23/2009	14" Gas Saw
650903	2009	3/25/2009	14" Gas Saw
650904	2009	6/5/2009	14" Cut Off Saw
650905	2009	7/23/2009	16" Gas Cutoff Saw
650906	2009	7/29/2009	14" Gas Cutoff Saw
650971		4/28/1995	Concrete Saw
651001	2010	1/28/2010	14" Gas Cutoff Saw
651002	2010	1/28/2010	14" Gas Cutoff Saw
651003	2010	3/4/2010	14" Gas Saw
651004	2010	3/18/2010	16" Gaw Saw
651005	2010	9/16/2010	14" Cut Off Saw
651006	2010	10/4/2010	14" Gas Saw
651007	2010	11/9/2010	14" Gas Saw
651008	2010	12/7/2010	16" Gas Cutoff Saw
651009	2010	12/9/2010	14" Gas Cutoff Saw
651101	2011	2/18/2011	14" Gas Cutoff Saw
651102	2011	7/27/2011	14" Cutoff Saw
651103	2011	9/15/2011	14" Cutoff Saw
659702	1997	10/24/1997	Stihl 12" Gas Saw
850501	2005	10/1/2005	4" 10hp Submersible Pump
850601	2006	5/11/2006	3" Gas Trash Pump w/Hoses
850602	2006	7/1/2006	4" Trash Pump w/Hoses
850603	2006	7/7/2006	Vibro Plate - WP1550AW
850604	2006	7/7/2006	Vibro Plate - VP1550AW
850605	2006	7/7/2006	Vibro Plate - WP1550AW
850606	2006	7/8/2006	3" Trash Pump w/Hoses
850607	2006	7/12/2006	3" Trash Pump w/Hoses
850608	2006	10/6/2006	3" Trash Pump
850609	2006	11/17/2006	3" Trash Pump
850701	2007	3/8/2007	Hydrostatic Test Pump
850702	2007	3/23/2007	2" Trash Pump w/ Hoses
850703	2007	8/8/2007	2" Trash Pump 5.5hp
850801	0	2/21/2008	3" Pump
850802	2008	3/19/2008	3" Electric Pump w/ hoses

850803		5/16/2008	Vibro Plate - WP1550AW
850804	2008	9/26/2008	3" Electric Pump
850805	2008	9/26/2008	3" Electric Pump
850806	2008	10/2/2008	3" Gas Pump
850807	2008	10/31/2008	Vibro Plate - WP1550A
850808	2008	11/5/2008	3" Gas Pump
850809	2008	11/12/2008	3" Gas Pump
850810	2008	11/26/2008	3" Gas Pump
850811	2008	12/12/2008	3" Gas Pump
850895		5/1/1994	3" Trash Pump
850896		5/1/1994	3" Trash Pump
850897		5/1/1994	3" Trash Pump
850901	2009	1/28/2009	3" Gas Trash Pump
850902	2009	2/27/2009	3" Trash Pump
850987		8/31/1995	Piston Test Pump
851001	2010	2/22/2010	3" Elec Trash Pump
851002	2010	2/26/2010	3" Elec Trash Pump
851003	2010	9/28/2010	3" Elec Trash Pump
851004	2010	12/13/2010	3" Trash Pump
851101	2011	1/27/2011	Trash Pump 3"
851102	2011	7/26/2011	4" Electric Pump
851103	2011	8/10/2011	4" Electric Pump
851104	2011	8/22/2011	3" Electric Pump
851105	2011	11/1/2011	3" Elec Pump
851106	2011	11/1/2011	Water Wagon w/Acc
851107	2011	11/1/2011	6" Diesel Pump
851108	2011	11/1/2011	4" Elec Pump
851301	2013	1/28/2013	Hydro-Test Water Pump
851401	2013	4/2/2014	Magnum Pump
851501	2015	3/27/2015	Centrif Water Pump

<i>EQUIP #</i>	<i>Year</i>	<i>Purch Date</i>	<i>Description</i>
F021601	2016	9/27/2016	2016 Ford F250
F021602	2016	9/1/2016	2016 Ford F350
F030101	2001	4/14/2016	2001 Ford E-450 Sewer Truck
F030401	2004	3/15/2017	2004 CHEVROLET SEWER CAMERA TRUCK
F030901	2009	9/12/2016	2009 Freightliner Reefer Truck
F031001	2010	2/13/2017	2010 FREIGHTLINER REEFER TRK
F031002	2010	3/8/2017	2010 FREIGHTLINE 26' REEFER
F031502	2015	8/1/2016	2015 Ford F650- 26' Van Body
F031502A	2016	10/20/2016	OMA Palfinger 3216 Electric Crane for F
F031601	2016	5/5/2016	2016 Ford F550 CUES System
F031701	2017	9/2/2016	2017 Kenworth Boiler Truck
F061601	2016	8/19/2016	Mi-T-M HSP3504 Pressure Washer
F071601	2016	8/4/2016	Sullivan 90PKU Compressor
F081601	2016	8/10/2016	Alkota 246 Steam Generator
F081602	2016	8/26/2016	MultiQuip 10k Watt Generator

BID BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly
bound unto City of Wood Dale as OWNER in the penal sum of
_____ for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and

hereby made a part hereof to enter into a contract in writing, for the
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 _____, by and between City of Wood Dale, hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION, CONTRACT D - WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the Contract Documents within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same by November 1, 2021, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) Payment BOND
 - (G) Performance BOND
 - (H) NOTICE OF AWARD
 - (I) NOTICE TO PROCEED
 - (J) CHANGE ORDER
 - (K) DRAWINGS prepared by Robinson Engineering, Ltd. numbered 01 through 29 and dated February 1, 20 21.

(L) SPECIFICATIONS prepared or issued by Robinson Engineering, Ltd.

dated NA, 20NA.

(M) ADDENDA:

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.

7. No contractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (TriPLICATE) each of which shall be deemed an original on the date first above written.

OWNER:

City of Wood Dale _____

By _____

Name _____

Title _____

(Please Type)

(SEAL)

ATTEST:

Name _____

(Please Type)

Title _____

CONTRACTOR:

By _____

Name _____

Address _____

(Please Type)

(SEAL)

ATTEST:

Name _____

(Please Type)

Title _____

PERFORMANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

_____ (Name of Corporation)

_____ (Address of Corporation)

a _____ hereinafter called Principal and
(Corporation, Partnership, or Individual)

_____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Wood Dale

_____ (Name of Owner)

404 N Wood Dale Road, Wood Dale, IL 60191

_____ (Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION, CONTRACT D – WESTVIEW ELEMENTARY SCHOOL,

LINCOLN COURT, AND SQUAW CREEK

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he or she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ 20 _____.

ATTEST:

By: _____

(SEAL)

ATTEST:

(SEAL)

By: _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto _____

City of Wood Dale

(Name of Owner)

404 N Wood Dale Road, Wood Dale, IL 60191

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 20____, a copy
of which is hereto attached and made a part hereof for the construction of:

WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION, CONTRACT D – WESTVIEW ELEMENTARY SCHOOL,

LINCOLN COURT, AND SQUAW CREEK

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution
of the WORK provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,
equipment and tools, consumed or used in connection with the construction of such WORK, and all
insurance premiums on said WORK, and for all labor, performed in such WORK whether by
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be
performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in ___ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20 _____.

(SEAL)

ATTEST:

By: _____

ATTEST:

By: _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTICE OF INTENT TO AWARD

To: _____

Project Description: WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated 03/05/2021 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of _____.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of _____

City of Wood Dale

OWNER

By: _____

Title: _____

NOTICE OF AWARD

To: _____

PROJECT Description: WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 5, 20 21 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.
You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20 _____.

City of Wood Dale

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by _____,

this the _____ day of _____, 20 _____.

By _____

Title _____

NOTICE TO PROCEED

To: _____ Date: _____

Project: WARD 2 & 3 STORM SEWER AND

UNDERGROUND DETENTION, CONTRACT D – WESTVIEW

ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW

CREEK

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20 _____, on or before _____, 20 _____, and you are to complete the WORK by November 1, 2021. The date of completion of all WORK is therefore _____, 20 _____.

City of Wood Dale _____

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the _____ day of

_____, 20 _____.

By _____

Title _____

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments: (List documents supporting change): _____

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
 \$ _____

Original Contract Times: Working days Calendar days
 Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
 \$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
 Substantial completion (days): _____
 Ready for final payment (days): _____

Contract Price prior to this Change Order:
 \$ _____

Contract Times prior to this Change Order:
 Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:
 \$ _____

[Increase] [Decrease] of this Change Order:
 Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:
 \$ _____

Contract Times with all approved Change Orders:
 Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for* each year <u>6.9</u>	Insert goals for* each year <u>19.6</u>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is **.

*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

**Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS
GOALS FOR MINORITY PARTICIPATION**

(As published in the Friday, October 3, 1980 Federal Register)

FEMALE PARTICIPATION= 6.9% STATEWIDE

<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>
Adams	3.1	Jasper	11.4	Randolph	11.4
Alexander	11.4	Jefferson	11.4	Richland	11.4
Bond	11.4	Jersey	11.4	Rock Island	4.6
Boone	6.3	Jo Davis	0.5	Saline	3.5
Brown	3.1	Johnson	11.4	Sangamon	4.5
Bureau	18.4	Kane	19.6	Schuyler	3.3
Calhoun	11.4	Kankakee	9.1	Scott	4
Carroll	3.4	Kendall	18.4	Shelby	4
Cass	4	Knox	3.3	Stark	3.3
Champaign	7.8	Lake	19.6	St. Clair	14.7
Christian	4	La Salle	18.4	Stephenson	4.6
Clark	2.5	Lawrence	3.5	Tazwell	4.4
Clay	11.4	Lee	4.6	Union	11.4
Clinton	14.7	Livingston	18.4	Vermilion	4.8
Coles	4.8	Logan	4	Wabash	3.5
Cook	19.6	Macon	7.6	Warren	3.3
Crawford	2.5	Macoupin	11.4	Washington	11.4
Cumberland	4.8	Madison	14.7	Wayne	11.4
De Kalb	18.4	Marion	11.4	White	3.5
De Witt	4	Marshall	3.3	Whiteside	3.4
Douglas	4.8	Mason	3.3	Will	20.9
Du Page	19.6	Massac	5.2	Williamson	11.4
Edgar	4.8	McDonough	3.3	Winnebago	6.3
Edwards	3.5	McHenry	19.6	Woodford	4.4
Effingham	11.4	McLean	2.5		
Fayette	11.4	Menard	4.5		
Ford	4.8	Mercer	3.4		
Franklin	11.4	Monroe	14.7		
Fulton	3.3	Montgomery	11.4		
Gallatin	3.5	Morgan	4		
Greene	11.4	Moultrie	4		
Grundy	18.4	Ogle	4.6		
Hamilton	3.5	Peoria	4.4		
Hancock	3.4	Perry	11.4		
Hardin	5.2	Piatt	4.8		
Henderson	3.4	Pike	3.1		
Henry	4.6	Pope	5.2		
Iroquois	18.4	Pulaski	11.4		
Jackson	11.4	Putnam	18.4		

41 CFR 60**60-4.1 Scope and Application.**

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

60-4.3 Equal Opportunity Clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals

for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The

Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the

Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

60-4.4 Affirmative Action Requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractor's signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

60-4.5 Hometown Plans

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it

has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
 - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.6 Goals and Timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations.

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.9 Incorporation by Operation of the Order.

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Mark Atkins 4-5-2021
Signature Date

MARK ATKINS, PRESIDENT
Name and Title of Signer (Please type)

BENCHMARK CONSTRUCTION CO., INC.
Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To: SEE ATTACHED
(Name of union or organization of workers)
The undersigned currently holds contract(s) with City of Wood Dale CITY OF CHICAGO, IDOT, WHEATON SANITARY DISTRICT
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

- HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

BENCHMARK CONSTRUCTION CO., INC.
2260 SOUTHWIND BLVD., BARTLETT IL 60103
Mark Atkins
MARK ATKINS, PRESIDENT
CONTRACTOR
(Contractor or Subcontractor)
4-5-2021
(Date)

Operative Plasterers & Cement Masons Association of Northern IL – Local 11
815-337-7290

Cement Masons Union Local 502
708-544-0232

Construction & General Laborers District Council of Chicago & Vicinity
630-655-8289

International Union of Operating Engineers
708-482-8800

Chicago Journeymen Plumbers Local Union 130 UA
312-421-1010

Teamsters Local 731
630-887-4100

Laborers Local 32 / North Central Laborers
815-873-8875

Fox Valley & Vicinity Laborers
847-742-0900

Chicago Regional Council of Carpenters
312-787-3076

EPA Project Control #: _____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

MARK ATLINS, PRESIDENT
(Typed Name & Title of Authorized Representative)

 4-5-2021
(Signature of Authorized Representative) (Date)

BENCHMARK CONSTRUCTION CO., INC.

I am unable to certify the above statements. My explanation is attached.

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

**Construction Contracts of Loan Recipient and Other Sections From
"Procedures for Issuing Loans from the Water Pollution Control Loan Program"**

Section 365.420(b)(2) Change Orders

- A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.
- B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:
 - i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
 - ii) a description of any changes, with justification for the changes.
- C) Prior approval by the Agency of a change order is required when a change order results in:
 - i) alterations in design scope that require a modification to a construction permit; or
 - ii) an increase in the amount of loan funds needed to complete the project.
- D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

Section 365.620(f) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

- 1) Audit; access to records:
 - A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.
 - B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) of the loan rules for

all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.

- C) Audits shall be in accordance with auditing standards generally accepted in the United States.
- D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing agency shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E) The records required by subsection (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
 - i) Negotiated prime contracts;
 - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 3141 through 3148) as defined by the U.S. Department of Labor.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidders to submit a Certificate Regarding Debarment, Suspension and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Nonsegregated facilities provisions

The contractor shall be required to submit a Certification of Nonsegregated Facilities on forms provided by the Agency.

7) American Iron and Steel

The contractor shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

8) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the WPCLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

Section 365.620(g) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of Part 365 regarding fraud and other unlawful or corrupt practices;
- 3) All provisions of Part 365 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection 365.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

Section 365.620(h) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 365.620(i) Access

Every contract entered by the loan recipient for construction work, and every subagreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

Section 365.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, a subagreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

Bidder Certification
In Compliance with Article 33E-11 to the
"Criminal Code of 2012"

I MARK ATKINS, do hereby certify that:
Name

1. I am PRESIDENT of the BENCHMARK CONSTRUCTION CO., INC.
Position Firm
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]"

Name of Firm BENCHMARK CONSTRUCTION CO., INC.

Signature [Handwritten Signature]

Title MARK ATKINS, PRESIDENT

Date 4-5-2021

Corporate Seal (where appropriate)

On this 5th day of APRIL, 2021, before me appeared (Name)

MARK ATKINS to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) BENCHMARK CONSTRUCTION CO., INC. to execute the affidavit and did so as his or her free act and deed.

Notary Public Molly K. Francesconi Commission Expires 2/24/23

Notary Seal





Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office
3349 S. Kedzie Ave.
Chicago, IL 60623
(773) 247-0881

Suburban Office
2260 Southwind Blvd.
Bartlett, IL 60103
(630) 497-1700
(630) 497-1737 Fax

April 5, 2021

This letter certifies that no proposals were received from any disadvantaged business subcontractors prior to the bid opening.

Firm Name: Benchmark Construction Co., Inc.

Signature: 

Title: Mark Atkins, President

Date: 4/5/2021

On this 5th day of April, 2021, before me appeared Mark Atkins to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by Benchmark Construction Co., Inc. to execute and did so as his or her free act and deed.

Notary Public: 

Commission Expires: 2/24/23



NOTICE

**SIGNIFICANT
IMPACT TO
COMBINED**

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**LEGAL NOTICES
GOVERNMENT/EDUCATION**

**NOTICE OF FINDING OF NO SIGNIFICANT
IMPACT AND NOTICE OF INTENT TO
REQUEST RELEASE OF FUNDS**

March 17, 2021
Cook County Department of Planning and
Development
69 W. Washington Street, Suite 2900
Chicago, Illinois 60602
(312) 603-1000

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by Cook County. REQUEST FOR RELEASE OF FUNDS On or about April 1, 2021, Cook County will submit a request to the U.S. Department of Housing and Urban Development (HUD), Office of Community Planning and Development for the release of HUD Community Development Block Grant Disaster Recovery funds to undertake a project known as the Richton Park Town Center Stormwater Flood Improvements Project #2013-DR-IN-R4-09. The total project cost is approximately \$5,100,000. The proposed project location is in the Village of Richton Park, Illinois. The project will entail the widening and grading of approximately 4,245 linear feet of Procurement Services Team office at 630.420.6064 if you have any questions.



NOTICE

Clerk Name Notice to Disadvantaged Businesses: Benchmark Construction Co., 2260 Southwind Blvd., Bartlett, IL 60103, 630-497-1700, is seeking disadvantaged businesses for the City of Wood Dale Ward 2 & 3 Storm Sewer and Underground Detention - Contract D, Westview Elementary School, Lincoln Court and Squaw Creek, for subcontracting opportunities in the following areas: striping, excavation, hauling, plumbing, paving, landscaping, utilities, and traffic control. All disadvantaged businesses should contact, in writing, (certified letter, return receipt requested) Mark Atkins, to discuss the subcontracting opportunities. All negotiations must be completed prior to bid opening on 4/5/2021. Proposals will be evaluated based on, respectively, cost, compliance with the project plans & specs., and previous experience & performance.

3/17/21 6905851

LEGAL NOTICES

**CHICAGO TRANSIT AUTHORITY
ADVERTISEMENT FOR BIDS**

Sealed bids will be received for the following by Chicago Transit Authority through Electronic Submission to the Bid Office's E-Procurement Platform no later than 2:00 P.M. on Monday, April 19, 2021 to the link below:

<https://transitchicago.bonfirehub.com/portal/?tab=openopportunities>
Reg No: C21FT102551756
Invitation for Bid (IFB) for Removal, Design, Manufacture, Deliver, Install, Commission and Training for One Floor Mounted Wheel Borer Machine F.O.B. Destination
PROPOSAL GUARANTEE: NONE
Pre-Bid Meeting will be held on Thursday, April 1, 2021 at 10:00 a.m. CDT at Skokie Shops, 3701 Oakton Street, Chicago, IL 60076.

Questions regarding this Bid must be submitted in writing via Bonfire no later than 4:00 p.m. (CST) Monday, April 5, 2021. Questions will not be accepted after this date and time.
For additional information, please contact Lolita Hendrix, Procurement Administrator at lhendrix@transitchicago.com.

TO PLACE YOUR AD, VISIT
CHICAGOTRIBUNE.COM/ADVERTISER
OR CALL 312.232.2222

Shen, Drucilla Madeline

Drucilla Madeline Ronchen 70, passed away March 12, 2021 at her home in Chicago. Beloved mother of David W. Gabel; loving daughter of the late Theresa Marie Ferle F.; dearest sister of Marlene, Mark, Merle and the late Karen and Kevin; dear aunt of Sabrina, Paige, and Paige. She was an ASL Professor at the University of Chicago for 35 years. Also a well known blind advocate who loved to paint and travel. Memorial Mass Thursday 11 AM at St Francis Borgia Church 8033 W Addison St. Memorial donations may be made to the DeafBlind Services Minnesotaneapolis, MN 773-625-3444

Guestbook at chicagotribune.com/obituaries

Steffen, SVD, Rev. Arnold

Arnold Steffen, SVD, passed away March 12, 2021. Loving son of the late Joseph N. Steffen and Mathilda A. Meier Steffen. Resurrection Mass will be Thursday, March 18, at 10:30 AM at the Divine Word Residence. Attendance at the funeral will be strictly limited due to the Covid-19 pandemic. Burial will be at St. Mary Cemetery, Techny, IL. Offerings of flowers, memorials may be made in Fr. Arnold's name for the care of retired Divine Word missionaries and infirmed missionaries, c/o Divine Word Residence, PO Box 6000, Techny, IL 80082-6000. Arrangements by N. H. Scott & Hanekamp Funeral Home 847-998-1020.

N.H. Scott & Hanekamp
FUNERAL HOME

Guestbook at chicagotribune.com/obituaries

Vastlik, Marie R.

Marie R. Vastlik, age 91, of Plainfield, IL passed away at home on March 10, 2021. She was born on October 25, 1929 in Chicago, IL. Marie was a dedicated office worker for over 45 years with Chicago, IL and long time parishioner of St. Mary's Catholic Church in Romeoville, IL. Marie survived by her loving nieces, Linda (Robert) Kurdas, Donna Iovinelli, Laurie (Tino) Stefani; nephews, Wayne (Annamarie) Vastlik, 10 great-nieces and nephews; Brian (Molly) Dauskurdas, Janet (Josh) Joyce (Brian) Nemes, Angela (Bryan) Javor, Ashley (Ashley) Iovinelli, Brendan Vastlik, Neil Kevin Vastlik, Carson Stefani, Allyson Stefani, great-great-nieces and nephews. She was preceded in death by her parents, Frank and Marie Vastlik.

Specifications for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) City of Wood Dale

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) City of Wood Dale 's policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.
- C. (Name of Loan Recipient) City of Wood Dale 's disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) City of Wood Dale 's disadvantaged business policy, ALL bidders shall provide the following with its bid:
 - 1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

2. "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (16) days prior to bid opening.**

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
4. List of disadvantaged businesses not being utilized and justification for non-utilization.
5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.
6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A (1-7) above may cause rejection of the bid as non-responsive.

IV. Sanctions

- A. The (Name of Loan Recipient) City of Wood Dale may reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
 1. Declare the bidder and/or subcontractor non-responsible and therefore, ineligible for contract award.
 2. Disallow all contract costs associated with non-compliance.

3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract, copies of all disadvantaged business-related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. After bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

**Suggested Disadvantaged Business (DBE)
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

_____, _____, _____, is
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the _____ City of Wood Date _____
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: _____,
_____.

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),
_____ to discuss the subcontracting opportunities. All negotiations must
(Company Contact Person)

be completed prior to bid opening _____.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

- Name of Company
- Name of Owners
- Address of Company
- E-mail Address of Company
- Telephone Number
- Date of Proposal
- Type of Business
- Type of DBE
- Description of work to be performed

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).
- 7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: 

NAME: MARK ATKINS

TITLE: PRESIDENT

Company: BENCHMARK CONSTRUCTION CO., INC.

Date: 4/5/2021

N/A

EPA Disadvantaged Business Enterprise (DBE) Program Form #3 Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select all that apply. At least one is required: MBE WBE SBE DBE
Prime Contractor Name	
Type of Work to be Performed	Cost Estimate of Work

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	Print Name:
Date:	Title:
Subcontractor Signature:	Print Name:
Date:	Title:

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
 (Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

4/15
 date of proposal
 type of proposal

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE or Not Applicable)
Homer Tree Service Valerie Wunderlach	16464 W 143rd Lockport ZC 60441	815 512 7017	Valerie.Wunderlach@hometree.com	tree removal	new DBE Check if Hired <input type="checkbox"/>
Digon Bros Construction Mike Digion	27 W 010 St Wheaton ZC 60180	630 293 0508	Michael.digion@comcast.net	Concrete	new DBE Check if Hired <input type="checkbox"/>
Arrow Road John Grier	1445 Oakton St Flinn Grove Illinois 60007	847 472 7265	Jong e arrowroad.com	Asphalt	Non DBE Check if Hired <input type="checkbox"/>
Oldcastle JETA Bclia	760 S. Material Rd Romoville ZL 60146	815 834 0320	jeff.bclia@oldcastle.com	Recp / Boxes	Non DBE Check if Hired <input type="checkbox"/>

4/15 email

4/15 email

4/15 email

4/15 email

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
 (Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Date of Type of proposal / project

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE or Not Applicable)
Welch Brothers Rocky Branch	1050 St Charles St PO Box 799 Elsin, ZC 60121-0749	615 214 3056	brandl@welchbrothers.com	Rep / boxes	Non DBE Check if Hired <input type="checkbox"/>
ATM Associates Logistics Ted Menardi	208 Maul Street Elmwood ZL 60119	630 444 2135	ted@atm-logistics.com	Trucking	Non DBE Check if Hired <input type="checkbox"/>
Vulcan Nichole Schubert	1000 E Warramuel Rd Naperville ZL 60583	774 242 0509	SchubertN@VME.com	Aggregates	Non DBE Check if Hired <input type="checkbox"/>
Bluff City Cathy Brown	1245 Gr North Rd Elsin ZL 60120	630 267 9691	Cathy@bluffcity.com	dump	Non DBE Check if Hired <input type="checkbox"/>

4/15/2017

4/15/2017

4/15/2017

4/15/2017

**Bidder Certification Regarding the Use of
American Iron and Steel Products**

I MARK ATKINS, do hereby certify that:
Name

1. I am PRESIDENT (title) of the BENCHMARK CONSTRUCTION CO., INC. (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company BENCHMARK CONSTRUCTION CO., INC.

Signature 

Title MARK ATKINS, PRESIDENT

Date 4-5-2021

Corporate Seal (where appropriate)

Requirements Specific to American Iron and Steel

The Consolidated Appropriations Act of 2014 (Public Law 113-76) first included an "American Iron and Steel (AIS)" requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) loan recipients to use iron and steel products that are produced in the United States for projects involving the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through a CWSRF or a DWSRF loan. Guidance is available on USEPA's website: http://water.epa.gov/grants_funding/aisrequirement.cfm. Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Pipes (lined or unlined) and fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by costs. The cost should be based on the material costs.

For the purposes of AIS, steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of

an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

For AIS, municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;	Drainage Greates, Frames and Curb Inlets;
Ballast Screen;	Inlets;
Benches (Iron or Steel);	Junction Boxes;
Bollards;	Lampposts;
Cast Bases;	Manhole Covers, Rings and Frames, Risers;
Cast Iron Hinged Hatches, Square and Rectangular;	Meter Boxes;
Cast Iron Riser Rings;	Service Boxes;
Catch Basin Inlet;	Steel Hinged Hatches, Square & Rectangular;
Cleanout/Monument Boxes;	Steel Riser Rings;
Construction Covers and Frames;	Trash receptacles;
Curb and Corner Guards;	Tree Grates;
Curb Openings;	Tree Guards;
Detectable Warning Plates;	Trench Grates; and
Downspout Shoes (Boot, Inlet);	Valve Boxes, Covers and Risers.

For AIS, structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zeeks. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

For AIS, construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel." This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable handing systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

For the purposes of AIS, mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts

and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

There are specific requirements for precast concrete to comply with AIS. While reinforced precast concrete may not be at least 50% iron or steel, in this case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered a construction material and must be produced in the US.

Recordkeeping for Iron and Steel Products: Documenting the Country of Origin for Iron and Steel Products for Loan Programs

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the AIS requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the AIS requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple as long as it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. An example of this type of certification is attached.

Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the iron/steel products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Examples include: Perry Water Plant on August 3, 2017, or Jankousky Construction Offices on October 5, 2017. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were made in the USA.”

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit.

Information is available at <http://www.epa.illinois.gov/topics/grants-loans/water-financial-assistance/state-revolving-fund/guidance/index>.

Sample Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. The completed letter is provided to the construction contractor or loan applicant from the supplier, fabricator, manufacturer, etc. of iron and steel products. Documentation must be provided on company letterhead. If e-mail is used, documents should be scanned so the company letterhead is visible.

Company Letterhead

Date

Company Name
Company Address
City, State, Zip

Subject: American Iron and Steel Step Certification for Project (xxx *Identify Project Here* xxx)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirements as mandated in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

Employment of Illinois Workers on Public Works Act

This law comes into effect following two consecutive months of a state unemployment rate above 5 percent. More information about the Employment of Illinois Workers on Public Works Act can be found here: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

The Employment of IL Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state. The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the state of Illinois is covered under the provisions of this act.

By signing below, the Contractor confirms awareness of this requirement.

MARK ATKINS, PRESIDENT

(Typed Name & Title of Authorized Representative)



(Signature of Authorized Representative)

4-5-2021

(Date)

BENCHMARK CONSTRUCTION CO., INC.

(Company/Organization)



Municipal Expertise. Community Commitment.

Jacob C. Wellbank, P.E.
Direct Line: (815) 412-2723
Email: jwellbank@reltd.com

March 8, 2021

Project #15-R0651D

**CITY OF WOOD DALE
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK**

ADDENDUM #1

The following items shall be added to and/or supersede relevant provisions in the original bidding documents:

- The bid submittal deadline and bid opening date included in the NOTICE TO BIDDERS has been revised from April 15, 2021, at 10:00 AM to **April 5, 2021, and 2:30 PM.**

Each Contractor must sign the acknowledgement below as proof of receipt of this Addendum #1 and email a signed copy to Robinson Engineering, Ltd., at olga.henderson@reltd.com. **The Contractor must include this entire signed Addendum #1 letter with the submitted bid package.**

Very truly yours,

ROBINSON ENGINEERING, LTD.

Jacob C. Wellbank, PE
Project Engineer

ADDENDUM #1 - Acknowledgement of Receipt

Received by: Dominic Fiorerona

Date: 3/12/21

Company: Reachmark Construction



Municipal Expertise. Community Commitment.

Jacob C. Wellbank, P.E.
Direct Line: (815) 412-2723
Email: jwellbank@reltd.com

March 18, 2021

Project #15-R0651D

**CITY OF WOOD DALE
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK**

ADDENDUM #2

The following items shall be added to and/or supersede relevant provisions in the original bidding documents:

- Revisions below in **bold** to the PRECAST CONCRETE BOX CULVERTS Special Provision:

...

This work shall include the procurement, shipment, and installation of precast reinforced concrete box culverts, herein referred to as the Proposed Underground Detention System ("System"), in the locations shown on the plans or specified by the Engineer in the field. Joints of the System, connections to the System, and joints of pipes between portions of the System shall be watertight. The joints shall be **either**:

1. Gasketed tongue-and-groove and all interior and exterior joints shall be mortared to ensure full closure of the joint, **or**
2. **Sealed using a butyl joint sealant and an expanding waterstop sealant installed around the perimeter of the spigot end of all joints, and an exterior joint wrap shall be applied to those joints. In addition, an elastomeric sealing material conforming to ASTM C-920 shall be caulked or troweled around each interior joint. Where the depth of fill exceeds 1/4", a backer rod shall be installed prior to caulking.**

In areas that do not require trench backfill, the space between box culverts may be filled with either CA-7, sand, or CLSM. The cost of the backfill between box culverts shall be included in the contract unit cost for this item.

...

- Revisions below in **bold** to the STORM SEWERS JACKED IN PLACE Special Provision:

...

This work shall consist of boring and jacking reinforced concrete storm sewer pipe (tongue and groove, Type 5, **unless the Contractor chooses to auger a steel sleeve as a casing pipe**) through construction easements on 250 and 256 Robin Lane at the invert elevations provided on the plans. Bentonite slurry shall be utilized at the ends of the jacked storm

sewer. The Contractor shall field verify the elevations and locations of any and all utilities that may cross beneath or over the proposed auger prior to ordering structures [manholes] or beginning the auger operation so as to not damage the existing utilities during auger operations. No additional compensation shall be given for any modifications required to be made to the proposed storm sewer design (including but not limited to re-ordering/restocking structures) or for any delay time incurred due to a difference in assumed and actual elevations of the existing utilities.

The cost for excavating, shoring, trench backfill, and backfilling of the jacking pit and receiving pit, **installing the steel sleeve (if this method is selected)**, including stabilization shall be considered incidental to this item. Dewatering shall be paid for separately per the Special Provision.

Should the contractor elect to install a steel sleeve, it shall be in accordance with the following:

Standard Sizes of Steel Sleeves Used as Casings*

<u>Carrier Pipe ID in</u> <u>Inches</u>	<u>Casing Wall</u> <u>Thickness in Inches</u>	<u>Casing Outside</u> <u>Diameter in Inches</u>
6	0.344	20
8	0.344	20
12	0.375	24
16	0.469	30
20	0.563	36
24	0.625	42
30	0.719	48
36	0.781	54
42	0.875, 0.938	60, 66
48	1.000	72

*Adapted from City of Chicago, IL, Water Department Standard Specifications

After installation of the steel sleeve is completed, the proposed storm sewer shall be constructed in place within the sleeve. The storm sewer used shall comply with the STORM SEWERS Special Provision and may be PVC SDR-26. The storm sewer shall be inserted and centered by use of model CCS stainless steel casing spacers as manufactured by Cascade Waterworks Mfg. Co. of Yorkville, IL or approved equal.

Caser spacing shall be bolt on style with a two-piece shell made from T-304 stainless steel of a minimum 14-gauge thickness. Each shell section shall have bolt flanges formed with ribs for added strength. Each connecting flange shall have a minimum of three (3) five-sixteenths inch (5/16") T-304 bolts. The shell shall be lined with a ribbed PVC extrusion with a retaining section that overlaps the edge of the shell and prevents slippage. Bearing surfaces (runners) made from UHMW polymer with a static coefficient of friction of 0.11-0.13 shall be attached to support structures (risers) at appropriate positions to properly support the carrier within the casing and to ease

installation. The runners shall be attached mechanically by T-304 threaded fasteners inserted through the punched riser section and TIG welded for strength. Risers shall be made of T-304 14-gauge stainless steel. All risers over two inches (2") in height shall be reinforced. Risers shall be MIG welded to the shell. All metal surfaces shall be fully passivated.

The cost of furnishing and installation of the storm sewer and all incidental work necessary for its installation described herein, including bentonite slurry and grout, any steel sleeve, and any appurtenances will be paid for at the contract unit price bid per FOOT for STORM SEWERS JACKED IN PLACE, 24".

- Increase in quantity of STORM SEWERS, CLASS A, TYPE 1, 12" to "80" feet and addition of the pay item INLETS, TYPE A, TYPE 11 FRAME AND GRATE with the quantity of "1". Please see the enclosed revised Schedule of Prices which shall replace pages 17-1 through 17-4 in the bid book.

Each Contractor must sign the acknowledgement below as proof of receipt of this Addendum #2 and email a signed copy to Robinson Engineering, Ltd., at olga.henderson@reltd.com. The Contractor must include this entire signed Addendum #2 letter with the submitted bid package.

Very truly yours,

ADDENDUM #2 - Acknowledgement of Receipt

ROBINSON ENGINEERING, LTD.



Jacob C. Wellbank, PE
Project Engineer

Received by: Dominick Fiorino

Date: 3/26/21

Company: Benchmark Construction

Encl. Revised Schedule of Prices, pages 17-1 through 17-4

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

City of Wood Dale
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK
REL # 15-R0651D

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule of Prices

(For complete information covering these items, see plans and specifications)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees

Item No.	Items	Unit	Quantity	Unit Price	Total
1	PRECONSTRUCTION VIDEO TAPING	L SUM	1		
2	MOBILIZATION	L SUM	1		
3	TEMPORARY CONSTRUCTION FENCE	FOOT	600		
4	INLET FILTERS	EACH	25		
5	PERIMETER EROSION BARRIER	FOOT	950		
6	TEMPORARY DITCH CHECKS	FOOT	50		
7	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	150		
8	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50		
9	TREE ROOT PRUNING	EACH	30		
10	TREE PROTECTION FENCING	FOOT	450		
11	PAVEMENT REMOVAL	SQ YD	3000		
12	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	5000		
13	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL	SQ YD	100		
14	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQ YD	200		
15	SIDEWALK REMOVAL	SQ FT	6000		
16	CURB REMOVAL	FOOT	700		
17	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1500		
18	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	4		
19	REMOVAL OF POLE FOUNDATION	EACH	2		
20	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	1500		
21	AGGREGATE BASE COURSE, TYPE B 14"	SQ YD	1800		
22	CONCRETE CURB, TYPE B	FOOT	500		

Item No.	Items	Unit	Quantity	Unit Price	Total
23	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2000		
24	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12	FOOT	300		
25	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6500		
26	DETECTABLE WARNINGS	SQ FT	100		
27	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	200		
28	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	200		
29	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	750		
30	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	825		
31	BITUMINOUS MATERIALS (PRIME COAT)	POUND	6200		
32	BITUMINOUS MATERIALS (TACK COAT)	POUND	2500		
33	CLASS D PATCHES, TYPE IV, 14 INCH	SQ YD	350		
34	ADJUSTING WATER MAIN 6"	FOOT	100		
35	6" CUT AND CAP	EACH	2		
36	6" DUCTILE IRON WATER MAIN WITH POLYETHYLENE ENCASEMENT	FOOT	140		
37	6" VALVE AND VALVE VAULT, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
38	STORM SEWER, PVC SDR 26, 6"	FOOT	50		
39	STORM SEWER, PVC SDR 26, 8"	FOOT	200		
40	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	20		
41	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	FOOT	20		
42	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	150		
43	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"	FOOT	30		
44	STORM SEWERS JACKED IN PLACE, 24"	FOOT	150		
45	STORM SEWERS, CLASS A, TYPE 1 30"	FOOT	30		
46	PRECAST CONCRETE BOX CULVERTS 10' X 10'	FOOT	3050		
47	TRENCH BACKFILL	CU YD	580		
48	INLETS TO BE ADJUSTED	EACH	3		
49	CATCH BASINS TO BE ADJUSTED	EACH	3		
50	MANHOLES TO BE ADJUSTED	EACH	3		
51	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	3		
52	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	1		
53	INLETS, TYPE A, TYPE 8 GRATE	EACH	1		
54	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1		
55	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		

Item No.	Items	Unit	Quantity	Unit Price	Total
56	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1		
57	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
58	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1		
59	HYDRODYNAMIC SEPARATOR	L SUM	1		
60	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	28		
61	LIGHT POLE, ALUMINUM, 20 FT., SPECIAL	EACH	6		
62	LUMINAIRE, LED, TYPE 4, SPECIAL	EACH	9		
63	LUMINAIRE, LED, TYPE 5, SPECIAL	EACH	1		
64	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	200		
65	UNIT DUCT, 600V, 3-1C NO.6, 1/C NO.8 GROUND, (XLP-TYPE USE), 1" DIA. POLYETHYLENE	FOOT	450		
66	PAINT PAVEMENT MARKING - LINE 4"	FOOT	4300		
67	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50		
68	EARTH EXCAVATION (SPECIAL)	CU YD	1275		
69	CHANNEL EXCAVATION (SPECIAL)	CU YD	237		
70	FENCE REMOVAL AND REINSTALLATION	FOOT	300		
71	CHAIN LINK FENCE, 4'	FOOT	100		
72	SIGN PANEL - TYPE 1	SQ FT	40		
73	METAL POST - TYPE B	FOOT	100		
74	STONE RIPRAP, CLASS A2	SQ YD	200		
75	STONE RIPRAP, CLASS A4 (SPECIAL)	SQ YD	250		
76	STONE RIPRAP, CLASS A5	SQ YD	150		
77	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	7800		
78	SEEDING, SPECIAL	SQ YD	7700		
79	SEEDING, CLASS 4B (MODIFIED)	SQ YD	350		
80	TEMPORARY EROSION CONTROL BLANKET	SQ YD	350		
81	TREE, ACER RUBRUM (RED MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3		
82	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4		
83	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4		
84	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	2		
85	SHRUB, SAMBUCUS CANADENSIS (AMERICAN ELDER), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4		
86	SHRUB, ARONIA MELANOCARPA (BLACK CHOKE BERRY), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4		
87	DEWATERING OF EXCAVATION AND SYSTEMS	CAL DA	120		
88	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1500		

Item No.	Items	Unit	Quantity	Unit Price	Total
89	NON-SPECIAL WASTE DISPOSAL	CU YD	500		
90	NON-HAZARDOUS GROUNDWATER DISPOSAL	GALLON	5000		
91	GUARANTEE & MAINTENANCE BOND	L SUM	1		
Bidder's Proposal for making Entire Improvements:					

TOTAL OF BID.....

LUMP SUM PRICE (if applicable).....

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes No

Respectfully submitted:

 Signature

 Address

 Title

 Date

 Telephone #

 E-mail Address

 Attest

(SEAL - if BID is by a corporation)



Municipal Expertise. Community Commitment.

Jacob C. Wellbank, P.E.
Direct Line: (815) 412-2723
Email: jwellbank@reltd.com

April 1, 2021

Project #15-R0651D

CITY OF WOOD DALE
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

ADDENDUM #3

The following items shall be added to and/or supersede relevant provisions in the original bidding documents:

- Incorporation of the enclosed Illinois Works Jobs Program Act, Apprenticeship Initiative, representing pages 67 through 70, and the Contractor Certification.
- Inclusion of the enclosed Project Plan Approval Letter from the IEPA, dated March 24, 2021, and accompanying US Army Corps of Engineers (USACE) Regional Permit #5 and Regional Permit Program #5 letters dated January 2, 2019, and December 14, 2018, respectively, containing general and special conditions which shall apply to the project.
- Revisions below in **bold** to the WORK PROGRESS & COMPLETION SCHEDULE Special Provision:

...

- ~~All construction activities within the Westview Elementary School property, including restoration of all parking lot pavement and lighting, sidewalks, curbs, curb and gutter, landscaping/seeding, and demobilization from the premises, shall be completed before August 24, 2021.~~
- The parking lot and adjacent parkway northwest of Westview Elementary School, including sidewalks, detectable warnings, wiring and foundations for site lighting, curbs, curb and gutter, and asphalt pavement to binder course, shall be completed **no later than August 18, 2021.**
- Work within the Westview Elementary School property occurring on or after **August 19, 2021,** shall be performed outside of school staff work hours and with written approval from the City/Engineer and Westview Elementary School.
- The surface course for the parking lot at Westview Elementary School and complete demobilization from the school property shall be completed **no later than August 23, 2021.**

- Installation of pavement striping, and signage within the Westview Elementary School property, including adjacent parkway, shall be completed no later than September 25, 2021.
- The proposed light poles and luminaires at Westview Elementary School shall be installed, tested, and fully operational no later than October 31, 2021.
- All landscaping and seeding shall be completed no later than October 31, 2021.
- All other paved surfaces outside of the Westview Elementary School property and adjacent parkway shall be restored no later than October 31, 2021.
- ~~All final surface/vegetative restoration (SEEDING, SPECIAL) outside of the Westview Elementary School property shall be restored no later than November 1, 2021.~~

...

- The City of Wood Dale intends to formally award this contract to the low responsive, responsible bidder (Contractor) during its May 6th City Council meeting but plans to provide a commitment letter by April 9, 2021, to allow the Contractor to move forward with the fabrication of the precast concrete box culverts in advance of the planned construction schedule. The Contractor shall direct his box culvert fabricator to begin the fabrication processes following the City's commitment.
- The pay item for REMOVAL OF UNSUITABLE MATERIAL shall include the cost of replacement bedding material, CA-6 or CA-7, as approved by the Engineer, compaction, and any required labor, equipment, or appurtenances to complete the work.

Each Contractor must sign the acknowledgement below as proof of receipt of this Addendum #3 and email a signed copy to Robinson Engineering, Ltd., at REAdministrative@reltd.com The Contractor must include this entire signed Addendum #3 letter with the submitted bid package.

Very truly yours,

ROBINSON ENGINEERING, LTD.



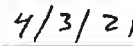
Jacob C. Wellbank, PE
Project Engineer

ADDENDUM #3 - Acknowledgement of Receipt

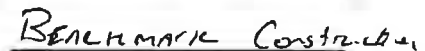
Received by:



Date:



Company:



Encl. Illinois Works Jobs Program Act, Apprenticeship Initiative
Project Plan Approval Letter from the IEPA and accompanying USACE letters



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 22, 2021
Subject: FY 2022 Salt Purchase
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of an Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2022 Bulk Rock Salt Purchase in an Amount Not to Exceed \$84,375.20

RECOMMENDATION:

Staff Recommends Approval of an Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2022 Bulk Rock Salt Purchase in an Amount Not to Exceed \$84,375.20.

BACKGROUND:

The City of Wood Dale again participated in the joint bid for the purchase of bulk rock salt with DuPage County Division of Transpiration and surrounding municipalities. The County solicits the bids and then it is up to the municipalities to contract with the vendor of their choice. The contract was rebid before last year with Compass Minerals once again providing the low bid at a savings of \$1.83/ton. This year, the County elected to extend the current contract with Compass Mineral's America for an additional year as opposed to rebidding.

The City has purchased 900.65 tons of salt at a total cost of \$73,069.73 under the current fiscal year's contract which was 112.6% of the estimated amount of 800 tons allotted to the City. An additional 220 tons were stored on site from last year and approximately 864.53 tons were used in winter operations leaving approximately 256.12 tons to be stored on site for next year.

ANALYSIS:

\$65,000 has been budgeted within the Motor Fuel Tax Fund for salt purchase in FY 2022. Staff has once again estimated approximately 800 tons of salt will be needed in

the 2021-2022 winter season. The City is required to purchase at least 80% (640 tons) of the requested amount but is allowed to purchase up to 130% (1,040 tons) at the same unit price if it is needed. The unit price is once again \$81.13/ton.

DOCUMENTS ATTACHED

- ✓ Compass Minerals Bid Packet

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Compass Minerals America Inc.

9900 W. 109th Street, Ste. 100 Overland Park, KS 66210

as Principal, hereinafter called the Principal,

and the RLI Insurance Company,

of 9025 N. Lindbergh Dr. Peoria, IL 61615, a corporation duly organized under

the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto

DuPage County Treasurer as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount Bid

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bulk Rock Salt 20-035-DOT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of March, 2020

Compass Minerals America Inc. (Seal)

Principal

Title

Witness

RLI Insurance Company

By Tina Davis Attorney-in-Fact

Linda L. Nipper Witness

State of Utah }
County of Salt Lake } ss:

On March 31, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of RLI Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 9, 2022



Linda L. Nipper Notary Public



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tina Davis, Linda Nipper, Lindsey Plattner, Lisa Hall, jointly or severally

in the City of Salt Lake City, State of Utah its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of May, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 13th day of May, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 31st day of March, 2020.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



Sean Lierz
Senior Manager-Highway Sales

D 913.344.9330
M 800.323.1641 x2
F 913.338.7945

lierzs@compassminerals.com

9900 West 109th Street
Suite 100
Overland Park, KS 66210
www.compassminerals.com





The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

BULK ROCK SALT 20-035-DOT
ADDENDUM 1

1. Page 12, #4 – Please clarify the bid bond and Performance bond. Is this only for Group 1? IF a vendor decides to bid Group 2A or 2B, or both 2A and 2B, will a bid bond and performance bond be required?
ANSWER: Bid bond and performance bond are required for Group 1
2. Page 14, Bid Award Criteria – The bid states that Group 2 will be awarded by each individual agency/twp/muni. Does this mean that each location will reach out to vendors to award separately?
ANSWER: There are no insurance requirements for this bid. Yes, for Group 2, each public sector entity will contact the vendor directly to make the award.
3. What's the time line for the awarded vendor to receive notification they've been awarded the bid?
ANSWER: For Group 1, DuPage County will make an award within thirty days. We will publish the bid tabulation at least a few days earlier.
4. Just to clarify you all wanting to purchase regular untreated bulk rock salt?
ANSWER: The solicitation is for regular untreated bulk rock salt per the specification.
5. Are bidders required to offer pricing above 130% for Group 1?
ANSWER: Yes, bidders are requested to provide pricing for quantities above 130%.



The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

**DUPAGE COUNTY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before March 31, 2020, at 3:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROCK SALT 20-035-DOT. Bid document, including specifications, may be obtained from the Finance Department by email at donna.weidman@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by email or facsimile (fax) will not be accepted.

	Bid Event Activity
March 13, 2020	Legal Notice Advertisement Placed
March 19, 2020 4:00 p.m. CST	Questions due to Buyer via email: donna.weidman@dupageco.org
March 25, 2020 4:00 p.m. CST	Final Q&A Addendum Published
March 31, 2020 3:30 p.m. CST	Submittals Due to Finance Office

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SECTION 1 - PROJECT INFORMATION

√	SUBMITTAL CHECKLIST
X	Original signed bid with one (1) business card attached
X	All addenda acknowledged on bid form
X	Bid Security
X	All mandatory forms – Bid Form, Bid Form Pricing, Signature Page, W9, Ethics, Joint Purchasing Agreement
X	References

AWARDED CONTRACTOR REQUIREMENTS	
Bid Security/Bid Bond for Group 1	5% Submitted with Bid Documents
Performance and Payment Bond	Due within 10 days of notice of award
Certificate of insurance	Due within 15 days of notice of award
Illinois Secretary of State Corporate/LLC Certificate Of Good Standing For Current Year	Due with bid submittal http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to: DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
- c) Bids sent by email, facsimile, or other electronic means will not be considered.
- d) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- e) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback

provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

[Http://www.cyberdriveillinois.com/departments/business_services/howdoi.html](http://www.cyberdriveillinois.com/departments/business_services/howdoi.html).

SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

21) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

22) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

23) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

24) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

25) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

29) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

30) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

1) ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) ADDITIONAL MISCELLANEOUS REQUIREMENTS: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) BID SECURITY/PERFORMANCE BOND – GROUP 1 ONLY

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

4) CONTRACT TERM AND RENEWAL:

This contract shall be effective for a one (1) year term period with a start date of 6/01/2020 and a completion date of 5/31/2021.

The contract shall be subject to three (3) additional one-year term periods provided there is no change in the terms, conditions, specifications and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

5) SPLIT BIDS:

Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

6) CANCELLATION: The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract;
- b) The Contractor fails to adequately perform the services set forth of this contract;
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

7) PRICING: DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor for BULK ROCK SALT 20-035-DOT after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

8) PAYMENTS: Separate invoices shall be required for each County of DuPage department participating in the purchase.

9) CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.

10) QUALITY: All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

11) THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

12) USAGE REPORTS: Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Roula Eikosidekas 140 North County Farm Road Wheaton, IL 60187
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13) VENDOR QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

Please visit www.compassminerals.com for company information and history. A historical timeline of company has been included with bid documents.

SECTION 5 - STATEMENT OF WORK

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual agency/township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

Post contract award, the County authorized representative for this bid is Michael Tuman, 630-407-6885 or authorized designee.

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From December 1, 2020 through April 30, 2021, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of

such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 - DuPage County will place a minimum of 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2020. All salt will be delivered by May 31, 2021. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

See Bid Pricing in Section 7 for quantities and locations.

DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Agency/Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/20. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2020. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

SECTION 6 - INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County and licensed to do business in the State of Illinois, and with a minimum insurance rating of A-VII as found in the current edition of A.M. Best's Key Rating Guide. All required insurance shall be maintained by the contractor in full force and effect during the life of the contractor, and until such a time as all work has been approved and accepted by the County. The Contractor is responsible for all insurance deductibles and Self-Insured relations.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$ 1,000,000
	B. Each Employee-disease	\$ 1,000,000
	C. Policy Aggregate-disease	\$ 1,000,000
3.	* Commercial General Liability	
	A. Per Occurrence	\$ 2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$ 2,000,000
	2. General Aggregate - Products/ Completed Operations	\$ 2,000,000
4.	Personal and Advertising Injury	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
5.	Fire Legal Liability (any one fire)	\$ 100,000
6.	Medical Expense (any one person)	\$ 5,000
7.	* Umbrella Excess Liability (over primary)	\$ 1,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$ 1,000,000
8.	* Business Auto Liability	\$ 1,000,000

*In addition to a Certificate of Insurance the following Endorsements are needed:

"Additional Insured" Endorsement,

"Waiver of Subrogation" and

"Insurance is Primary and Non-Contributory to additional Insured" Excess must Follow GL Form.

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
 - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
 - C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance.

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

RIGHTS RETAINED:

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

Insurance certificates must reference project name and bid number

The County of DuPage shall be named in "Description of Operations..." section, as additionally insured on all certificates of insurance. Insurance certificates shall also reference PROJECT NAME and BID NUMBER. coverages should be emailed (and hard copy mailed) to:

DuPage County Procurement Services Division
421 N. County Farm Road, 3-400
Wheaton, IL 60187
donna.weidman@dupageco.org

SECTION 7 – REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

BID PRICING:

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

ITEM	UOM	QUANTITY	UNIT PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	15,000	\$81.13	\$1,216,950.00
TOTAL GROUP 1				\$1,216,950.00
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE			\$91.13	

SHIPPING AND BILLING INFORMATION FOR GROUP 1:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Division of Transportation Attn: Jason Walsh 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 Jason.Walsh@dupageco.org
Same	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org

GROUP 2 – AGENCY/TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Agency/Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2020

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	4,000	\$ 85.11	\$ 340,440.00
TOTAL GROUP 2-A				\$ 340,440.00

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Agency/Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Agency/Township/ Municipality does not utilize or order the 80%, the Agency/Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Agency/Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Agency/Township/Municipality.

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	55,020	\$ 81.13	\$ 4,463,772.60
TOTAL GROUP 2-B				\$ 4,463,772.60
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE			\$ 91.13	

LOCATION	BILL TO	SHIP TO	UNIT OF MEASURE	Group 2A 100% Confirmed Quantities – Delivery is no later than 11/30/2020	Group 2B 80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	500
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W. Jeffrey Drive Addison, IL 60101-4331	TON	0	2,100
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504	TON	0	8,500
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103	TON	0	1,000
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	TON	0	500
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108	TON	0	1,500
Bloomington, Village of	201 S. Bloomington Rd Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108	TON	0	1,500
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	2,300
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	500
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	300	2,500
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	2,700	0

DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,500
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	700
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	800
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,800
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	2,500
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,800
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	750
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	1,000	4,000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	TON	0	600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	250
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	TON	0	3,000
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	3,300

Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	800
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	600
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	800
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 or 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	2,300
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000
GRAND TOTAL				4000	55,020

BID FORM

BID 20-035-DOT BULK ROCK SALT

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Compass Minerals America Inc
Main Business Address	9900 West 109th Street, Suite 100
City, State, Zip Code	Overland Park, KS 66210
Telephone Number	800-323-1641 Opt 2 (Sales Managr), Opt 1 (Orders, Customer Service)
Fax Number	913-338-7945 (Cust Serv/Sales) or 913-433-9616 (Orders)
Bid Contact Person	Sean Lierz, Senior Sales Manager
Email Address	lierzs@compassminerals.com or highwaygroup@compassminerals.com

TO: The DuPage County Procurement Services

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member authorized to sign on behalf of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Kevin S. Crutchfield, President & CEO</u> (President or Partner)	<u>Jon Schnieders, Vice President, Salt</u> (Vice-President or Partner)
<u>Zoe Vantzog, Secretary</u> (Secretary or Partner)	<u>James D. Standen, CFO & Treasurer</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and

held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

W9 FORM

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>	Social security number																					or										Employer identification number																				
Social security number																																																					
or																																																					
Employer identification number																																																					

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Compass Minerals America Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9900 West 109th Street, Suite 100

6 City, state, and ZIP code
Overland Park, KS 66210

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	8	-	1	0	4	7	6	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Mary Wells* Date ▶ *3/11/2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: **Bid 20-035-DOT**

Company Name: Compass Minerals America Inc	Company Contact: Sean Lierz, Senior Sales Manager
Contact Phone: 913-344-9330 or 800-323-1641 Opt 2	Contact Email: LierzS@compassminerals.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	Sean Lierz, Senior Sales Manager	913-344-9330	LierzS@compassminerals.com
x	Julia Yates, Sales Support Coordinator	913-344-9117	YatesJ@compassminerals.com

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Joel Gardes

Title

Senior Manager Highway Sales

Date

3/26/2020

Attach additional sheets if necessary. Sign each sheet and number each page. Page **11/21** of _____ (total number of pages)

JOINT PURCHASING AGREEMENT

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES _____ NO X

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

n/a

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

COMPANY NAME:	IL DOT District 1
ADDRESS:	201 W Center Court
	Schaumburg, IL 60196
CONTACT PERSON:	Michael LaBree
TELEPHONE NUMBER:	847-705-4177

COMPANY NAME:	McHenry CHD
ADDRESS:	16111 Nelson Road
	Woodstock, IL 60098
CONTACT PERSON:	Ed Markison
TELEPHONE NUMBER:	815-334-4973

COMPANY NAME:	Illinois Tollway
ADDRESS:	P O Box 3094
	Attn: Contract Admin
	Lisle, IL 60532
CONTACT PERSON:	Kevin Ganzer
TELEPHONE NUMBER:	630-241-6800 ext 4967

COMPANY NAME:	City of Crystal Lake
ADDRESS:	P O Box 597
	Crystal Lake, IL 60039
CONTACT PERSON:	Larry Zurek
TELEPHONE NUMBER:	815-356-3744

SAMPLE
SECTION 8 - SAMPLE CONTRACT AGREEMENT
CONTRACT 20-035-DOT BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2020, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #20-035-DOT for its Department of _____, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a _____ year period beginning on XX/XX/XXXX and continuing through XX/XX/XXXX.
- 2.2 the Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall

provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____

By: _____

SIGNATURE

SIGNATURE

James McGuire

PRINTED NAME

PRINTED NAME

Procurement Officer

PRINTED TITLE

PRINTED TITLE

DATE

DATE

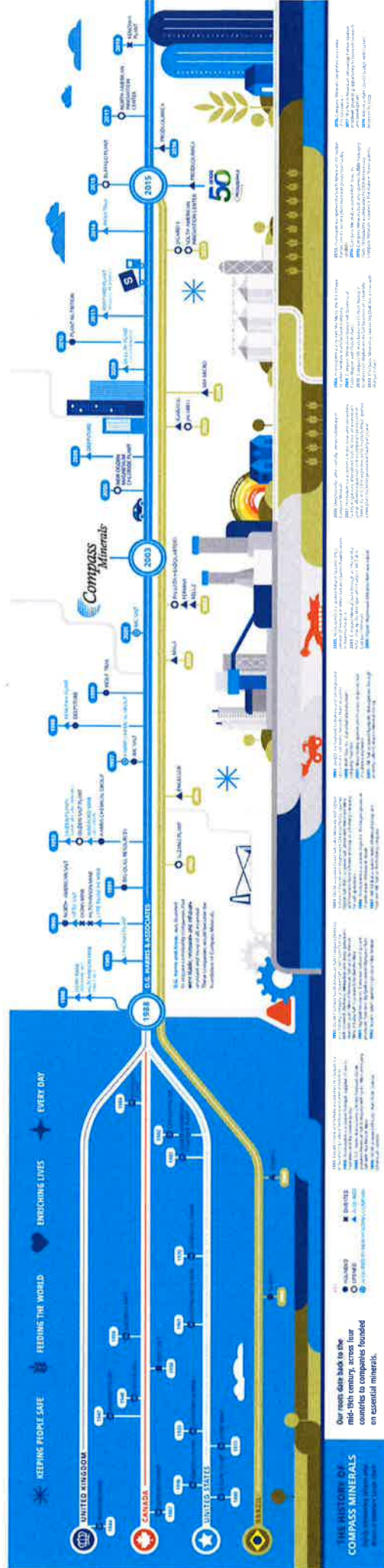
SECTION 9 – OUTSIDE ENVELOPE BID LABEL

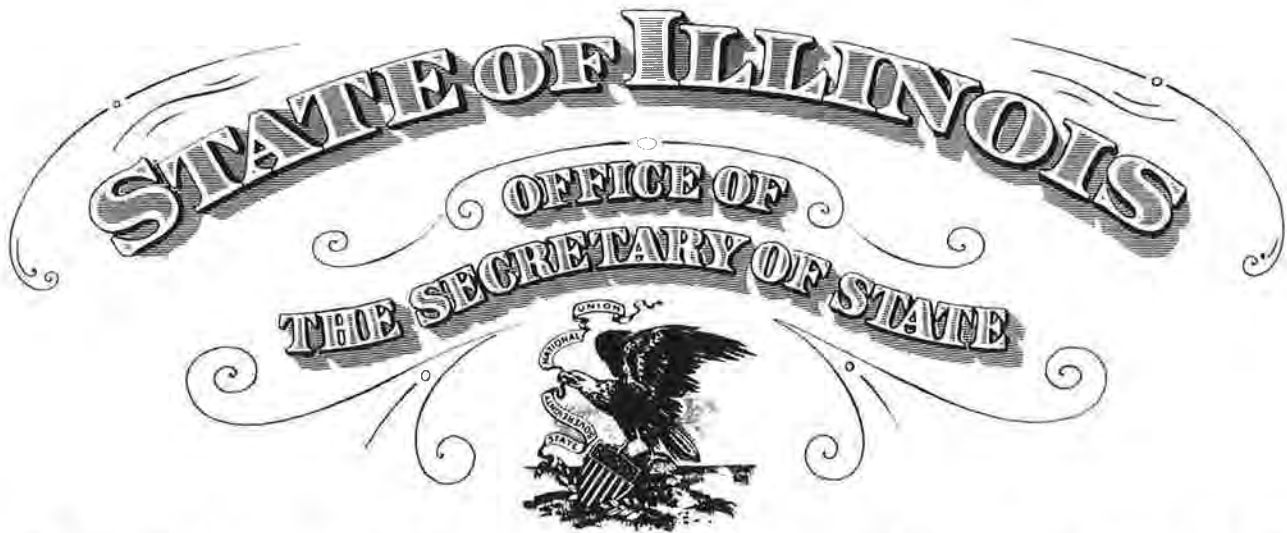
SEALED BID PROPOSAL

INVITATION #: 20-035-DOT
OPENING DATE: 03/31/2020
OPENING TIME: 3:30 P.M.
DESCRIPTION: BULK ROCK SALT
COMPANY NAME: Compass Minerals America Inc.

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL
TO HELP ENSURE PROPER DELIVERY!





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COMPASS MINERALS AMERICA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 23RD day of MARCH A.D. 2020 .

Jesse White

SECRETARY OF STATE

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of **North American Salt Company** resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

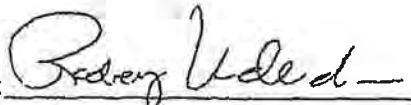
FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

Effective March 3, 2020

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
James D. Standen	Chief Financial Officer and Treasurer
S. Bradley Griffith	Chief Commercial Officer
Jon Schnieders	Vice President, Salt
Ryan Royer	National Sales Manager
Sean Lierz	Highway Sales Senior Manager
Joel Gerdes	Highway Sales Senior Manager
Douglas Dyer	Highway Sales Manager
Harrison Green	Highway Sales Manager
Matthew Denner	Sales Manager
Teresa Wilde	Sales Manager
Joe Uriell	Director, Sales Industrial
Zoe Vantzios	Secretary

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.



James D. Standen



Zoe A. Vartzos



Goderich - US Bulk Deicing Salt

Product Data Sheet

Production Location

Goderich, Ontario - Canada

Product Description

Rock salt obtained by conventional mining methods, crushed, and screened to size.

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - 1220 kg/m³ (76 lbs/ft³), average particle size 0.011"

Admixture

Yellow Prussiate of Soda (YPS) added - If requested by customer

Chemical Analysis Before Admixing (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	96.5	94.1 - 98.9
Calcium Sulfate	CaSO ₄	(%)	2.7	0.9 - 4.5
Calcium Chloride	CaCl ₂	(%)	0.00	0.00 - 0.01
Magnesium Chloride	MgCl ₂	(%)	0.03	0.00 - 0.08
Sodium Sulphate	NaSO ₄	(%)	0.00	0.00 - 0.03
Moisture		(%)	0.3	0.00 - 1.1
Water Insolubles		(%)	0.8	0.1 - 1.5
Calcium	Ca	ppm	7948	2649 - 13247
Magnesium	Mg	ppm	224	0 - 204
Sulphate	SO ₄	ppm	19051	6350 - 31752

TYPICAL SCREEN ANALYSIS

% Passing (99.7% Confidence)

USS Mesh	Tyler Mesh	Open (in.)	Typical Passing %	Range %
0.500	0.500	0.500	99.8	98.9 - 100
3/8	0.371	0.374	97.2	93.5 - 100
4	4	0.187	76.6	63.8 - 89.8
8	8	0.093	47.6	34.3 - 60.9
16	14	0.046	27.3	18.4 - 36.2
30	28	0.023	15.6	9.7 - 21.5

Average Particle Size 0.011 inches (7.25 mesh)

Packaging			
UPC Code	Product Code	New Product Code	Bag Size (Lbs.)
	6615	613544	Bulk

Compass Minerals America Inc.
 9900 West 109th Street - Suite 100
 Overland Park, KS 66210
 Phone 800-323-1641 Fax 800-359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).

March 2019

Product Data Sheet

Production Location

Cote Blanche, Louisiana-USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 15% of product passes 30-mesh screen

Chemical Analysis				
Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl ₂	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO ₄	(%)	9265	2371 - 12273
Moisture	H ₂ O	(%)	0.19	0 - 1

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - (72 lbs/ft³)

Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

Typical Screen Data				
U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1870	73.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11mesh)

Packaging			
Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	613624



SAFETY DATA SHEET

1. Product and Company Identification

Product identifier	Salt
Other means of identification	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200 CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6666

2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.

Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e. strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on Ingredients

Mixture	
Composition comments	The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire Fighting Measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	Chlorine. Hydrogen chloride. Oxides of sodium.
Explosion data	
Sensitivity to mechanical impact	Not available.
Sensitivity to static discharge	Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Restrict area to facilitate clean up.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling	Use care in handling/storage. Avoid breathing dust.
--------------------------------------	---

Conditions for safe storage, including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	<p>TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.</p> <p>TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.</p> <p>Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.</p>
Individual protection measures, such as personal protective equipment	
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	If there is constant skin contact, rubber gloves are recommended.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Not applicable.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

9. Physical and Chemical Properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable

Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and Reactivity

Reactivity	None known.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics
Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity Not classified.

Product	Species	Test Results
---------	---------	--------------

Salt (CAS Mixture)

Acute

Inhalation

LC50

Rat

21 mg/L, estimated

Skin corrosion/irritation Prolonged skin contact may cause temporary irritation.

Exposure minutes Not available.

Erythema value Not available.

Oedema value Not available.

Serious eye damage/eye irritation Direct contact with eyes may cause temporary irritation.

Corneal opacity value Not available.

Iris lesion value Not available.

Conjunctival reddening value Not available.

Conjunctival oedema value Not available.

Recover days Not available.

Respiratory or skin sensitization

Respiratory sensitization Not available.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Teratogenicity Not classified.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not classified.

Chronic effects	Not classified.
Further information	This product has no known adverse effect on human health.
Name of Toxicologically Synergistic Products	Not available.

12. Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	Not regulated.

Other federal regulations

Safe Drinking Water Act (SDWA) Not regulated.

Food and Drug Administration (FDA) Not regulated.

US state regulations

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

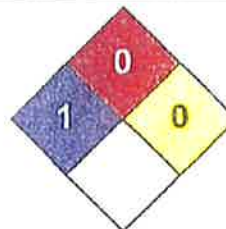
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

28-September-2015

Effective date

01-August-2014

Expiry date

01-August-2017

Further information

Not available.

Prepared by

Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Other information

This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).

This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.



FINANCE & ADMINISTRATION COMMITTEE MINUTES

Committee Date: March 25, 2021
Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Absent: Ald. R. Wesley
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager Mermuys, Police Chief Vesta, B. Wilson, E. Cage, A. Lange
Meeting Convened at: 7:39 p.m.

APPROVAL OF MINUTES:

Ald. Woods made a motion, seconded by Ald. Susmarski to approve the Minutes of the March 11, 2021 meeting as presented. A roll call vote was taken with all members voting aye; motion carried.

REPORT & RECOMMENDATION:

COVID-19 LOCAL STIMULUS EXTENSIONS PART 2

DISCUSSION:

Director Wilson reported that Deputy Clerk Montalvo pointed out after the last Committee meeting that the decision for waiving 50% for all liquor licenses with the exception of certain ones is different from last year decision. Last year the decision was made to waive **all** liquor license fees, so the new motion was inconsistent with what was presented. This new information might change the outcome of Council's decision. Staff is looking for clarification on waiving liquor license fees since all were waived last year.

Ald. E. Wesley made a motion, seconded by Ald. Woods, to reduce all liquor license fees for 50% for every liquor license establishment in the City. A roll call vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays: None
Abstained: None
Motion: Carried

Director Wilson noted that all Video Gaming licenses of \$25.00 for each machine were also waived last year; however, that item was not brought up as part of the Stimulus discussions.

The maximum at any location is six, so the total fee for any business with these machines would be \$150.00.

Ald. Woods made a motion, seconded by Ald. Susmarski, to charge the full \$25.00 fee for each video gaming machine. A roll call vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays: None
Abstained: None
Motion: Carried

REPORT & RECOMMENDATION:

AUDIT RFP RESULTS

DISCUSSION:

Director Wilson reported a five-year RFP agreement was signed six years ago for the City's Audit. With the ERP conversion last year, a decision was made to extend Sikich for one year. Staff then went to bid; after reviewing all factors including costs, geography and still being in the middle of ERP, staff is recommending another five-year agreement with Sikich. Their firm has agreed to a full rotation of the audit team. Ald. E. Wesley recalled a policy preventing rebidding to ensure there would always be a new set of eyes involved. Director Wilson stated that the City Attorney found that disallowing an incumbent from rebidding is inconsistent with state law and suggested the City drop that policy, but he agreed to revisit the policy and report back if it was adopted as a Council policy.

VOTE:

Ald. Woods made a motion, seconded by Ald. Susmarski, to approve the Audit RFP with Sikich in the not to exceed amount of \$204,715 for a five-year agreement. A roll call vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays: None
Abstained: None
Motion: Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- None



ADJOURNMENT:

Ald. Woods made a motion to adjourn at 7:51 p.m., seconded by Ald. Jakab. A roll call vote was taken withal members voting aye. Motion carried.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 22, 2021
Subject: Code Amendment to Administrative
Adjudication System
Staff Contact: Ed Cage
Department: Community Development

RECOMMENDED ACTION:

Authorize Staff and City Attorney's Office to prepare an Amendment to the City Code to authorize the Administrative Law Judge/Hearing Officer to enter an injunction against any Property Owner who continually violates the City Code, in addition to the other remedies currently authorized, such as fines and compliance mandates. This authority would be exercised at the discretion of the Hearing Officer, upon a request by the City and predicated upon the City presenting proofs, by preponderance of the evidence that a violation exists and, further, that the Property Owner will not bring the Property into compliance voluntarily or simply with the imposition of Fines.

This would likely be used rarely, but enhances enforcement efforts for compliance with the City Code.

ORDINANCE NO. 21- _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE CITY OF WOOD DALE ADMINISTRATIVE ADJUDICATION
CHAPTER 18, ARTICLE II, SECTION 18.207,
TO AUTHORIZE INJUNCTIVE RELIEF**

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, in furtherance of this authorization, the City of Wood Dale has previously adopted an Ordinance which has been codified in the City of Wood Dale Code in Chapter 18, at Article I “Administrative Adjudication;” and

WHEREAS, the Administrative Adjudication System has provided an efficient mechanism for the City to ensure compliance with the City Code and is more convenient for the residents; and

WHEREAS, despite there being authorization for the imposition of fines for violations of the Code, there are times when Property Owners either disregard the fines and fail to remediate the Code Violation(s) or pay the fines and continue to maintain the Property in violation of the City Code; and

WHEREAS, authorizing the Hearing Officer or a Court to enter an injunction against an offending Property Owner, in addition to imposing fines and other penalties, will further the interests of the City in having all properties furthering the health, safety and welfare of the residents of the City; and

WHEREAS, the Mayor and the City Council of the City of Wood Dale have reviewed the matter herein and have determined that the amendment to Section 18.207, as set forth herein, is in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: That Section 18.207 of Chapter 18, Article II, "Findings, Decision And Order;" is hereby amended to include an injunctive relief as a remedy and as more fully set forth as follows:

Sec. 18.207. Findings, Decision, And Order.

At the conclusion of the hearing, the hearing officer shall make a determination on the basis of the evidence presented at the hearing as to whether or not a code or ordinance violation exists. The determination shall be in writing and shall be designated as findings, decision, and order. The findings, decision, and order shall include: a) the hearing officer's findings of fact; b) a decision of whether or not a code or ordinance violation exists based upon the findings of fact; and c) an order that states the sanction or dismisses the case if a violation is not proved. A monetary sanction for a violation under this article shall not exceed seven hundred fifty dollars (\$750.00) or the amount provided for in section 1-2-1 of the Illinois municipal code as amended from time to time.

In addition to, and not in lieu of, any penalty or other remedy provided in the Code, the administrative law judge or the circuit court, whatever the case may be, may enter an order enjoining any ongoing or repeated violation of the Code or otherwise mandating compliance with the Code upon due notice of such violation. The injunctive remedy set forth herein shall apply to violations of the Code that were in existence before the effective date of this amendment. If there is any conflict between this section and any other section of the Code concerning the availability of injunctive relief, this section shall control.

A copy of the findings, decision, and order shall be served on the defendant within five (5) days after it is issued. Service shall be in the same manner that the report form and summons are served under this article. Payment of any penalty or fine and the disposition of fine money shall be in the same manner as set forth in this code and city ordinances. (Ord. O-10-021, 11-4-2010)

SECTION THREE: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict, expressly repealed.

SECTION FOUR: That the City Clerk of the City of Wood Dale be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

SECTION FIVE: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this 6th day of May, 2021

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 6th day of May, 2021

SIGNED: _____

Annunziato Pulice, Mayor

ATTEST: _____

Lynn Curiale, City Clerk

Published in pamphlet form May 6, 2021