

**VILLAGE OF HINSDALE
ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES
MONDAY, JUNE 9, 2014**

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 7:38 P.M., Monday, June 9, 2014, in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, IL.

PRESENT: Chairman Laura LaPlaca, Trustee William Haarlow, Trustee Gerald Hughes, Trustee Bob Saigh

ABSENT: None

ALSO PRESENT: George Franco, Director of Public Services; Tom Bueser, Deputy Director of Public Services; Dan Deeter, Village Engineer.

Approval of Minutes – May 12, 2014

The EPS Committee reviewed the minutes from the May 12, 2014 meeting. Trustee Hughes provided staff a copy of the minutes with minor corrections. Trustee Saigh motioned for approval of the May 12, 2014 minutes. Trustee Hughes seconded. Trustees Hughes and Saigh voted yes. Chairman LaPlaca voted yes. Trustee Haarlow abstained.

Public Services Monthly Report

Mr. Franco fielded any questions regarding the Public Services monthly report from Committee members. Trustee Saigh questioned the mowing schedule in certain parkland areas. Mr. Franco noted that due to current weather conditions, certain parks are being cut twice per week; as the weather moderates, mowing schedules will be back to once per week. Also noted by Trustee Saigh was the status of the pool pump motor repair. Mr. Franco noted that the repair was completed and the pool is up and running.

Engineering Monthly Report

Capital Project Status. Mr. Deeter presented several highlights to the Committee. Neri Construction successfully completed a directional boring operation as part of the 2014 Reconstruction Project, which will help drain Localized Drainage Area #23 in the middle of the 200-block of N. Madison/N. Clay.

Oak Street Bridge Phase 2 (Design Engineering). Mr. Deeter updated the Committee concerning the Oak Street Bridge design phase progress during May. Chairman LaPlaca reviewed with the Committee the Adventist Hinsdale Hospital's request for future zoning relief due to the taking of +/-10-feet of their property to

DRAFT

establish more right of way for Hill Grove Avenue. Since we cannot restrict the decisions of future boards, Village attorneys recommended sending a letter stating that the taking was initiated by the Village and was for the public good. After some discussion, the Committee members agreed to allow our attorneys to draft a letter to present to the hospital. The final draft of the letter would be presented to the Board of Trustees for approval.

Graue Mill Status. Mr. Deeter stated that DuPage County has received a grant from Illinois Department of Natural Resources (IDNR) for a 75% portion of the 25% "local contribution" match to the Illinois Emergency Management Agency (IEMA) grant for a flood control project at Graue Mill. Federal, state, county, and local leaders gathered at a press conference last week to announce this. The Graue Mill home owners' associates will meet to decide on their contribution to this project. They will then present this to the Committee and ask for a Village contribution. Staff will begin the permitting process for a project to raise the ComEd switch gear. Staff has also begun coordination with the County to begin the design process.

Illinois Tollway. Mr. Deeter also noted that the Illinois Tollway will be performing ramp repairs on I-294 & Ogden and I-294 & Roosevelt from 08/14/14 to 09/12/14. Nightly ramp closures should be expected.

To Adopt An Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois.

Chairman LaPlaca introduced this agenda item. Mr. Deeter noted that the State of Illinois requires municipalities to adopt an ordinance establishing prevailing wages for public works. The proposed ordinance and prevailing wages for DuPage and Cook counties are included in the packet. Trustee Saigh moved to approve. Trustee Hughes seconded. The motion passed unanimously.

To award the issuance of a purchase order for Bid #1564 for the service of salt shed roof replacement to Funderburk Roofing, Inc. in the bid amount of \$63,000.

Chairman LaPlaca introduced this agenda item. Mr. Franco provided background on this item, which is the replacement of the roof that houses the Village's rock salt and stone stockpiles. Nine roofing contractors were solicited to bid on this service, with one bid received by Funderburk Roofing, Inc., who met all specifications of the contract. With only one bid received, Committee voted unanimously to approve the following amended motion: **To award the issuance of a purchase order for Bid #1564 for the service of salt shed roof replacement, to Funderburk Roofing, Inc. in the amount of \$63,000 contingent upon reference check by the Village of Hinsdale's Director of Public Services.** Trustee Saigh moved to approve. Trustee Haarlow seconded. The motion passed unanimously.

To Reject All Bids for the 2014 Resurfacing and Infrastructure Project Opened on April 17, 2014. Chairman LaPlaca introduced this agenda item. The current bids are being rejected because all exceeded the Village budget. Staff is currently working toward re-organizing and re-bidding this work into smaller projects. Trustee Hughes moved to approve. Trustee Haarlow seconded. The motion passed unanimously.

Discussion of Proposed Pavement Degradation Fee for all Private Construction within a Public Right of Way. Staff is investigating a pavement degradation fee being implemented by other municipalities. The Village currently charges a demolition fee for the damage to infrastructure due to increased construction traffic and a right of way opening fee to cover the cost of the Village inspector. Staff is proposing a pavement degradation fee to offset the cost of utility cuts in the right of way. The value of the fee would be determined by the condition of the road and the size of the excavation. Chairman LaPlaca stated that Village attorneys confirmed that the Village can impose this type of fee. The Village will ensure that two fees are not charged for the same thing. During the discussion, Trustee Hughes stated that the Village should understand the value of these construction impacts when considering the magnitude of the fee(s). Staff will present more information at a later EPS meeting.

On-Going Issues. Chairman LaPlaca updated the Committee on the status of the down spout/sump pump research, Burlington Wall, Master Improvement Plan (MIP) review in the 4Q2014, and a staff review of demolition fees. Mr. Deeter noted that the contractor will maintain the Woodlands Phase 1 rain gardens for one more year. Staff is planning how to maintain the rain gardens in the future.

Adjournment

With no further issues to be brought before the Committee, Trustee Saigh moved to adjourn. Trustee Haarlow seconded. Motion carried and the meeting was adjourned at 8:38 P.M.

Respectfully submitted,

Dan Deeter
Village Engineer

2. a) i

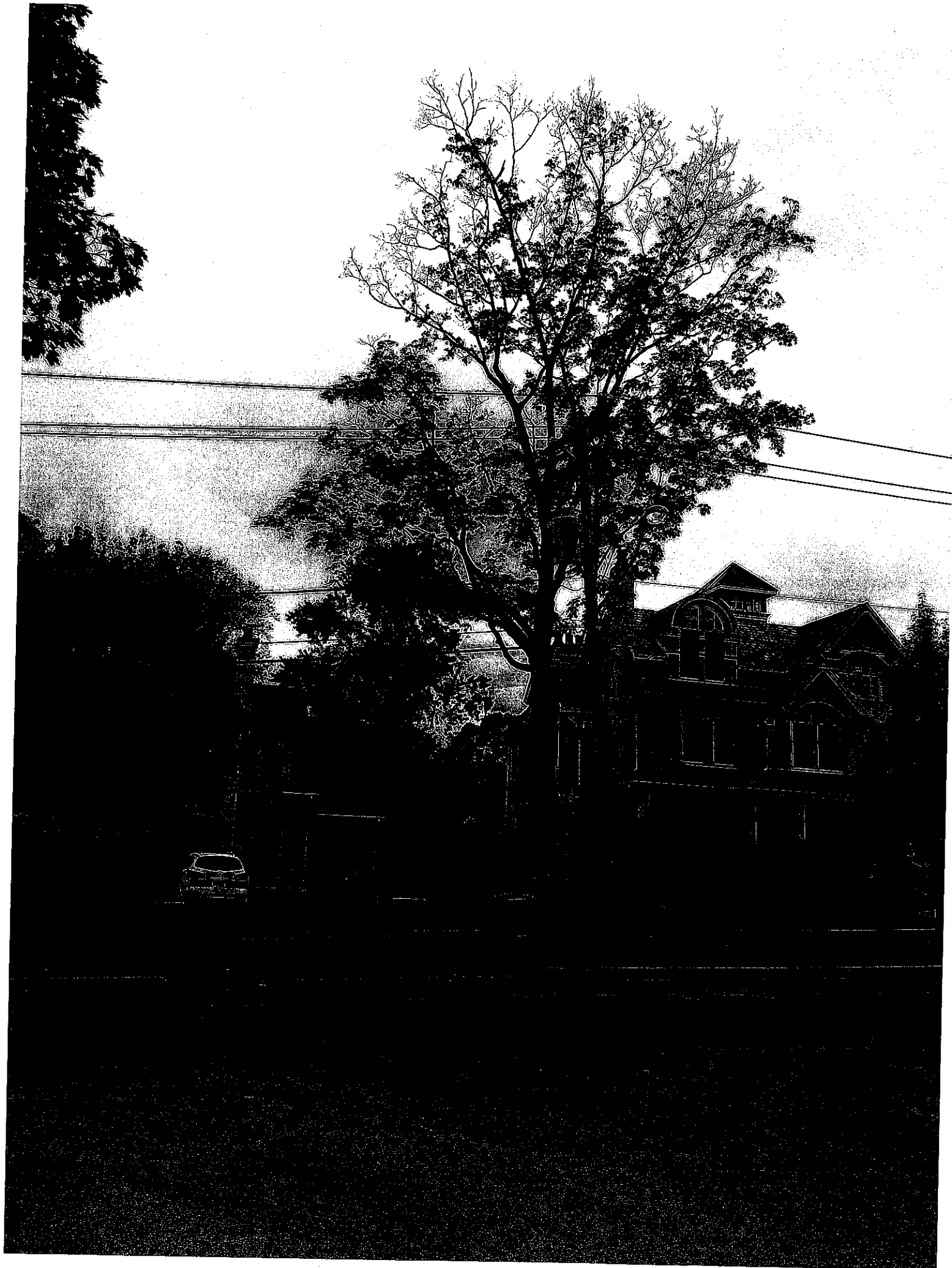
MEMORANDUM

TO: CHAIRMAN LAPLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO, DIRECTOR OF PUBLIC SERVICES
SUBJECT: PROPOSED PARKWAY TREE REMOVAL AT 134 EAST HICKORY STREET
DATE: SEPTEMBER 2, 2014

Mrs. Melissa Temple is in the process of planning drainage improvements to her home at 134 E. Hickory St. She has requested permission to remove one tree located in the parkway.

The tree is a sugar maple that has a 25.0" diameter at 4.5' above grade. The estimated height of the tree is 50' and the estimated canopy width is 30'. The tree's condition is fair; the shoot growth in the canopy is declining. There are structural defects in the trunk and scaffold branches caused by old pruning wounds that have not healed over. The tree canopy is unbalanced due to utility pruning. The tree is spaced well with the other parkway trees.

Staff has not permitted the removal of the sugar maple as requested. Mrs. Temple is appealing that decision to the EPS committee per their function as the Village's "Tree Board". Staff is requesting direction from the Committee in responding to this request.



George Franco

From: John Finnell
Sent: Tuesday, September 02, 2014 7:49 AM
To: George Franco
Subject: FW: EPS Committee Request - 134 E Hickory Street, Temple residence
Attachments: MYSCAN_20110810_0001.PDF; ATT00001.htm; Revised Grading.PDF; ATT00002.htm

John R. Finnell
Village Forester
Village of Hinsdale
ISA Certified Arborist IL-1111A

O: 630 789 7043
F: 630 789 7046
E: jfinnell@villageofhinsdale.org

From: Daniel Deeter
Sent: Thursday, July 31, 2014 12:20 PM
To: George Franco; John Finnell
Subject: Fwd: EPS Committee Request - 134 E Hickory Street, Temple residence

Sent from my iPhone

Begin forwarded message:

From: "Melissa Temple" <mtemple3@att.net>
To: "Daniel Deeter" <ddeeter@villageofhinsdale.org>
Subject: EPS Committee Request - 134 E Hickory Street, Temple residence

Dear Daniel,

We are writing you to request the removal of a tree from the parkway on our residence at 134 E Hickory Street. My husband and I are in process of submitting information to the Village for a permit to remove and replace our driveway, walkway and sidewalk due to substantial water drainage issues. We have to change the elevation of our driveway and sidewalk to get enough pitch for the water to run down our driveway and to the street rather than pooling six inches to a foot of standing water on our driveway every time we have heavy rain.

When I went to the Village office to discuss the permit, I spoke with Al Diaz about our grading plans. Upon discussion with Al and his review of our topography, he indicated that due to the close proximity of the tree to the sidewalk and our elevation changes of the proposed sidewalk we would first need to go through the EPS Committee process to remove the tree.

Enclosed for your review is the Plat of Topography and Grading Plan completed by Ridgeline Consultants. The Grading Plan shows the new elevations for the driveway as well as the sidewalk. The tree is noted as 24" and is located directly west of the driveway apron on the

plans. Ridgeline did show a retaining wall by the tree, but in discussions with our landscape company and Al, we believe that the drop in the sidewalk needed to improve the flow of water out to the street will cut through the tree's root system.

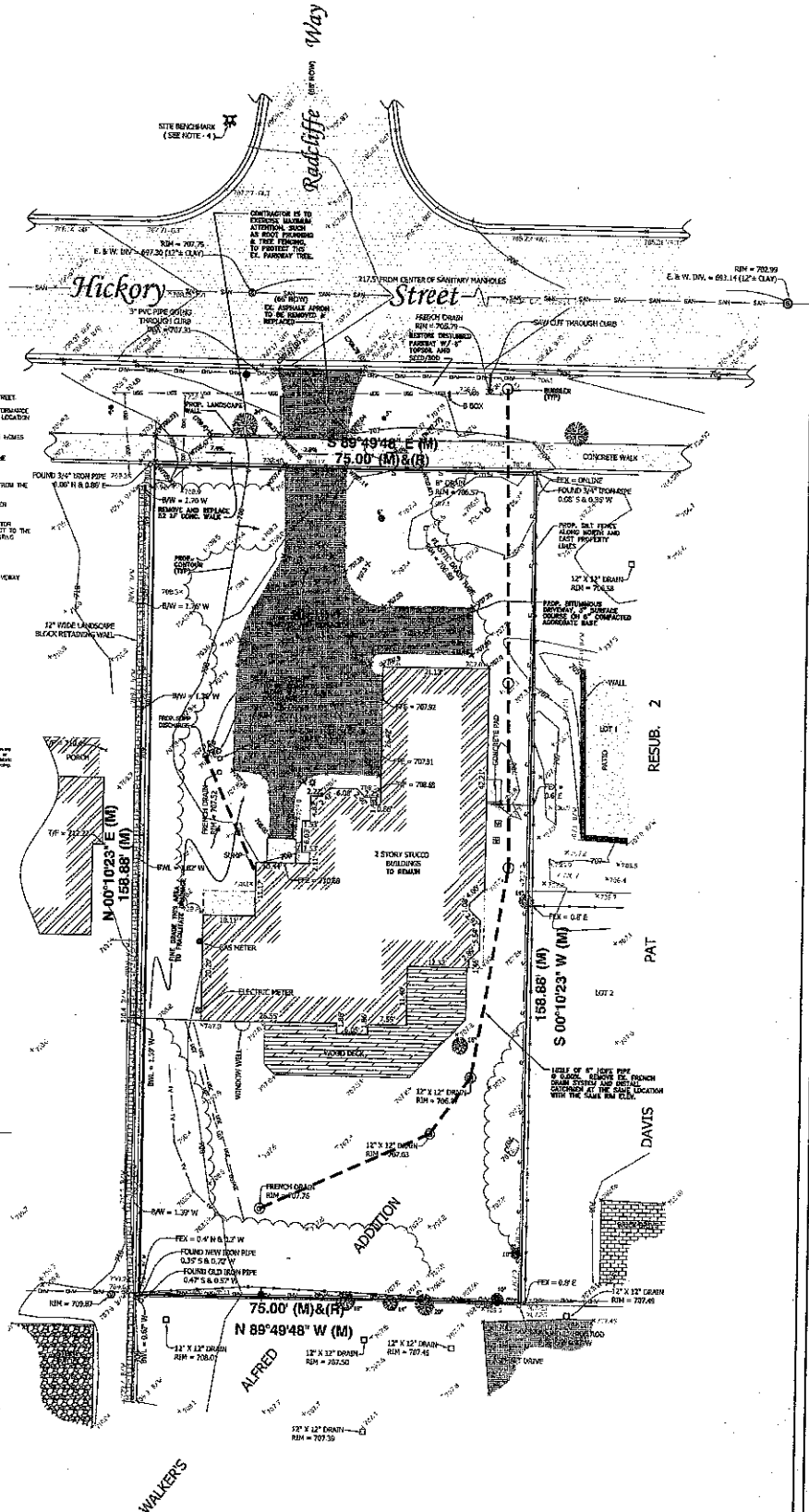
If the tree is approved to be removed, we do plan to plant another tree in its place. We would just locate the new tree a proper distance from the sidewalk so no root issues would occur in the future.

Please let me know if you have any questions, my husband and I are available to discuss at your convenience.

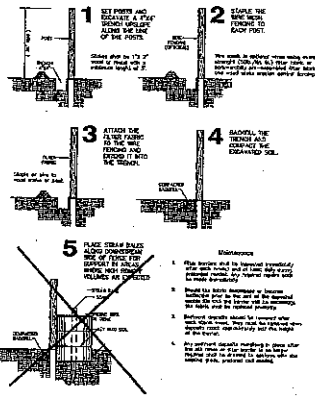
Thank you,
Ray and Melissa Temple

630-734-3076 (home)
773-531-2973 (cell)

PREPARED: 07/07/11
REVIEWED: 08/10/11

Plans and Specifications
for Site Fence and Stream Bed Erosion Control

— **1997** —



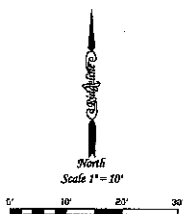
SUMP DISCHARGE DETAILS
(NOT TO SCALE)

Plat of Topography

LEGAL DESCRIPTION

THE WEST 75 FEET OF THE EAST 215.21 FEET OF THE NORTH 150.25 FEET OF BLOCK 4 IN ALFRED HAUERS ADDITION TO THE TOWN OF HONDALE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1988 AS DOCUMENT #611, IN DAVENPORT COUNTY, ILLINOIS.

COMMONLY KNOWN AS 134 G. HICKORY STREET, HONDALE, ILLINOIS.



ABBREVIATION LEGEND

B/C = BACK OF CURB
B/C/D = BACK OF DEPRESSION CURB
B/W = BOTTOM OF WALL ELEVATION
B/C = BUILDING CORNER
C/L = CENTERLINE
E = EAST
E/L = EXISTING
F/C = FENCE CORNER
F/E = FINISHED FLOOR ELEVATION
GUT = GUTTER
(H) = MEASURED DISTANCE
N = NORTH
N/W = NORTHWEST
(R) = RECORDED DISTANCE
S = SOUTH
S/L = SOUTHERLY
T/F = TOP OF FOUNDATION ELEVATION
T/P = TOP OF PIPE
T/W = TOP OF WALL ELEVATION
W = WEST
W/L = WESTERLY

LINE TYPE LEGEND

DEPRESSION CURB = ---
FENCE = ---
OVERHEAD WIRE = ---
SANITARY SEWER = ---
STORM SEWER = ---
TREE OR BRUSH LINE = ---
WATER LINE = ---

UNDERGROUND UTILITIES PER J.U.L.T.E.

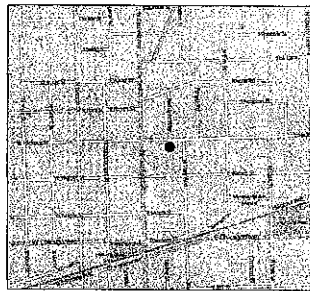
ELECTRIC LINE = ---
GAS LINE = ---
TELEPHONE LINE = ---
TELEVISION LINE = ---
WATER LINE = ---

SYMBOL LEGEND

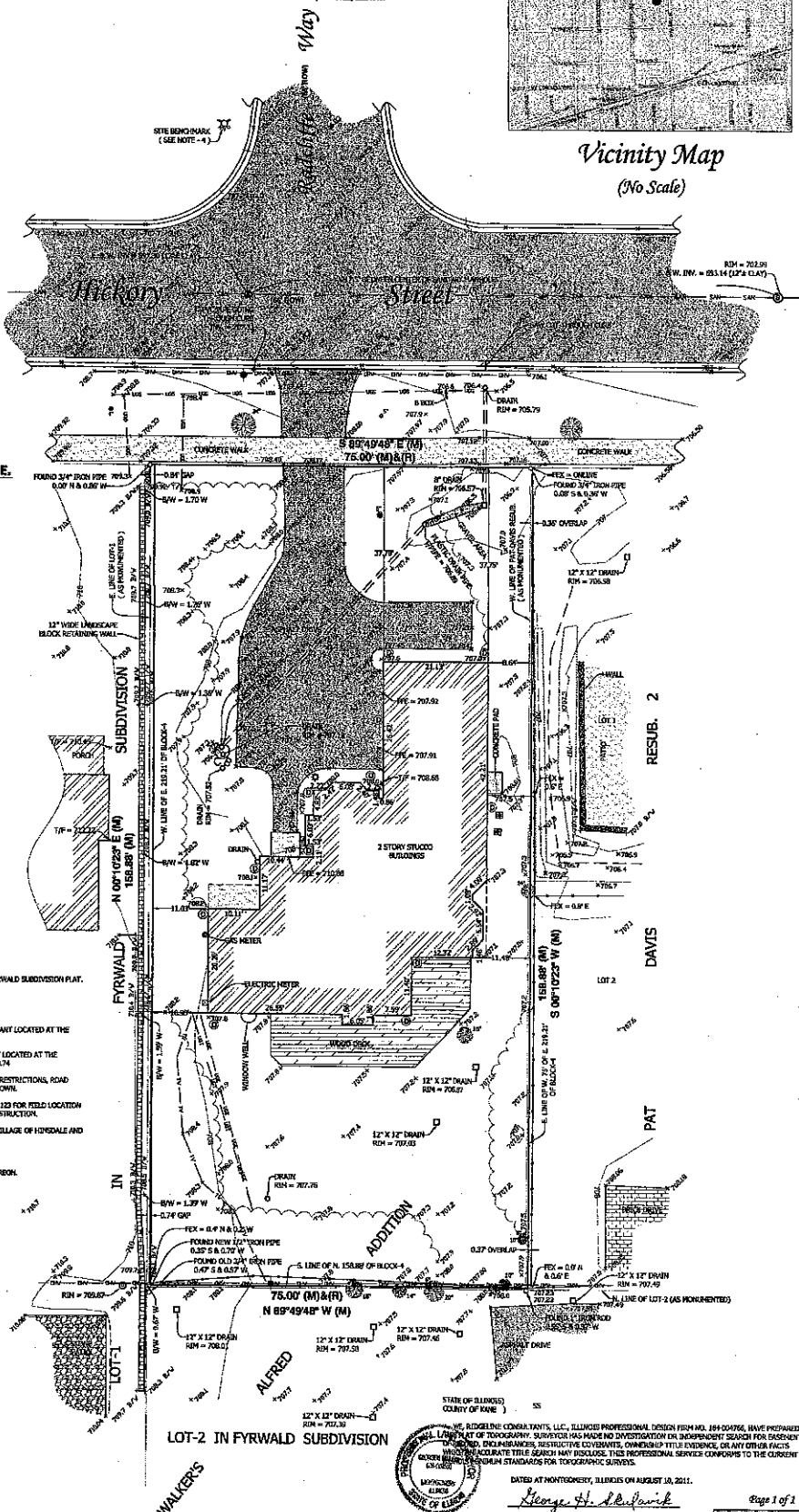
ASPHALT = [Symbol]
CONCRETE = [Symbol]
DECIDUOUS TREE = [Symbol]
HYDRANT = [Symbol]
LIGHT = [Symbol]
PINE TREE = [Symbol]
SANITARY MANHOLE = [Symbol]
UNKNOWN MANHOLE = [Symbol]
UTILITY POLE = [Symbol]
DOWNSPOUT = [Symbol]

NOTES

- 1) ALL BOUNDARIES SHOWN HEREON ARE BASED ON THE RECORDED FYRWALD SUBDIVISION PLAT.
- 2) CONTOUR INTERVAL = 1.0'
- 3) ELEVATIONS HEREON REFER TO VILLAGE OF HONDALE DATUM.
- 4) SOURCE BENCHMARK: TOP OF NORTH DOWNEY BOLT ON FIRE HYDRANT LOCATED AT THE N.W. CORNER OF MAPLE ST. A PAV. AVE. ELEVATION = 694.30
SITE BENCHMARK: TOP OF SOUTH BOWEN BOLT ON FIRE HYDRANT LOCATED AT THE N.W. CORNER OF FRANKLIN ST. & HICKORY ST. ELEVATION = 700.18
- 5) A CURRENT TITLE REPORT WAS NOT FURNISHED. THEREFORE, ALL RESTRICTIONS, ROAD DEDICATIONS, ROAD VACATIONS, AND EASEMENTS MAY NOT BE SHOWN.
- 6) ALL UTILITIES MAY NOT BE SHOWN. CALL J.U.L.T.E. AT 1-800-862-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
- 7) THIS PROPERTY MAY BE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF HONDALE AND AS SUCH IS SUBJECT TO ZONING AND BUILDING RESTRICTIONS.
- 8) FIELD WORK COMPLETED ON 6-27-2011.
- 9) ALL TREES LESS THAN 6 INCHES IN DIAMETER ARE NOT SHOWN HEREON.
- 10) PARCEL CONTAINS APPROXIMATELY 11,916.0 SQUARE FEET.



Vicinity Map
(No Scale)



GEORGE H. SCHUMACHER, P.E., 1100 S. HICKORY STREET, HONDA, ILLINOIS 60146
PROFESSIONAL DESIGN FIRM NO. 154-004766
REGISTERED PROFESSIONAL ENGINEER
REGISTERED LAND SURVEYOR
Survey is valid only if original seal is shown in red.



DATED AT HONDA, ILLINOIS ON AUGUST 10, 2011.

George H. Schumacher

Page 1 of 1

NO.	DATE	DESCRIPTION
1	08/10/11	PREPARED
2	08/10/11	CHECKED
3	08/10/11	DESIGNED
4	08/10/11	IN CHARGE
5	08/10/11	APPROVED

MEMORANDUM

TO: CHAIRMAN LAPLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO, DIRECTOR OF PUBLIC SERVICES
SUBJECT: PROPOSED PARKWAY TREE REMOVAL AT 208 EAST 8TH STREET
DATE: SEPTEMBER 2, 2014

Mr. John Eyen of Aspen Construction is building the new home at 208 E. 8th Street. He has requested permission to remove one tree located in the parkway on 8th Street.

The tree is a Norway maple that has a 21.0" diameter at 4.5' above grade. The estimated height of the tree is 50' and the estimated canopy width is 20'. The tree's condition is fair; the shoot growth in the canopy is fair. There are structural defects in the trunk and scaffold branches caused by old pruning wounds that have not healed over, as well as and storm damage. The tree canopy is unbalanced due to storm damage. The tree is the only parkway tree at this address on 8th Street.

Staff has not permitted the removal of the sugar maple as requested. Mr. Eyen is appealing that decision to the EPS committee per their function as the Village's "Tree Board". Staff is requesting direction from the Committee in responding to this request. For your information, Village of Hinsdale Ordinance 7-2-2 related to tree planting and removal is attached hereto:

7-2-2: PLANTING AND REMOVAL.

B. Work On Public Trees: 1. It shall be unlawful to remove, cut down or otherwise work on any tree or shrub in any public street or parkway or other public place without having first secured a permit from the village. Applications for such permits shall be made to the director of public services or the village forester, who shall have authority to issue such permits for good cause shown. The director of public services or the village forester may, at his or her discretion, seek a recommendation on the issuance of a permit hereunder from the tree board, (as established under Section 7-2-10 of this Title). Except as set forth below, a fee of five thousand dollars (\$5,000) shall be paid to the village for any permit issued hereunder to remove or cut down any tree in any public street or parkway. However, the fee for issuance of a permit to remove or cut down a tree under this section shall be increased to ten thousand dollars (\$10,000) if the owner of any property for which a building permit has been issued applies for a permit hereunder after the issuance of the building permit.

2. Any person who removes or cuts down any tree in any public street or parkway or other public place without a permit from the village, or causes the death of a tree in any public street or parkway or other public place by negligence or failure to adequately protect said tree during construction on that person's property, shall:

a. Pay the Village a permit fee of Twenty-Five Thousand Dollars (\$25,000).

b. Work On Public And Private Trees: Any person doing tree work on elm trees on either public or private property in the village is required to sanitize his equipment by cleaning all pruning and cutting tools with rubbing alcohol between uses so as to prevent the spread of dutch elm fungus.

c. Diseased or Damaged Trees. The fees set forth under this provision regarding permits for the removal of trees and removal of trees without a permit shall not apply if in the opinion of the director of public services or the village forester the tree should be removed due to disease or damage unrelated to any construction on the property.

d. Public Tree Appeals. An appeal from the decision of the director of public services or the village forester regarding a permit under this Section or the imposition of a related fee may be taken to the tree board by the person or entity aggrieved by said decision, any such appeal to be taken within 60 days of the date of the decision. The decision of the tree board in the case of an appeal shall be final.

e. All fees collected pursuant to this provision shall be placed in a tree fund, the proceeds of which shall be used only for the replacement of trees on public property or for the maintenance or treatment of trees on public property."

Daniel Deeter

From: George Franco
Sent: Tuesday, September 02, 2014 2:28 PM
To: Daniel Deeter
Subject: FW: 208 E 8th

Please add this E-mail to the 208 E 8th tree removal request.
Thanks

George Franco
Director Of Public Services
Village Of Hinsdale
19 E Chicago Ave
Hinsdale Ill 60521
630-789-7041
630-789-7046 fax
gfranco@villageofhinsdale.org

-----Original Message-----

From: John Finnell
Sent: Tuesday, September 02, 2014 2:18 PM
To: George Franco
Subject: FW: 208 E 8th

John R. Finnell
Village Forester
Village of Hinsdale
ISA Certified Arborist IL-1111A

O: 630 789 7043
F: 630 789 7046
E: jfinnell@villageofhinsdale.org

-----Original Message-----

From: John Eyen [mailto:jpeaspen@yahoo.com]
Sent: Tuesday, September 02, 2014 2:13 PM
To: John Finnell
Subject: 208 E 8th

To the village Hinsdale

We are asking to remove the single park way tree on the 8 th St. side of 208 E 8 th Street.

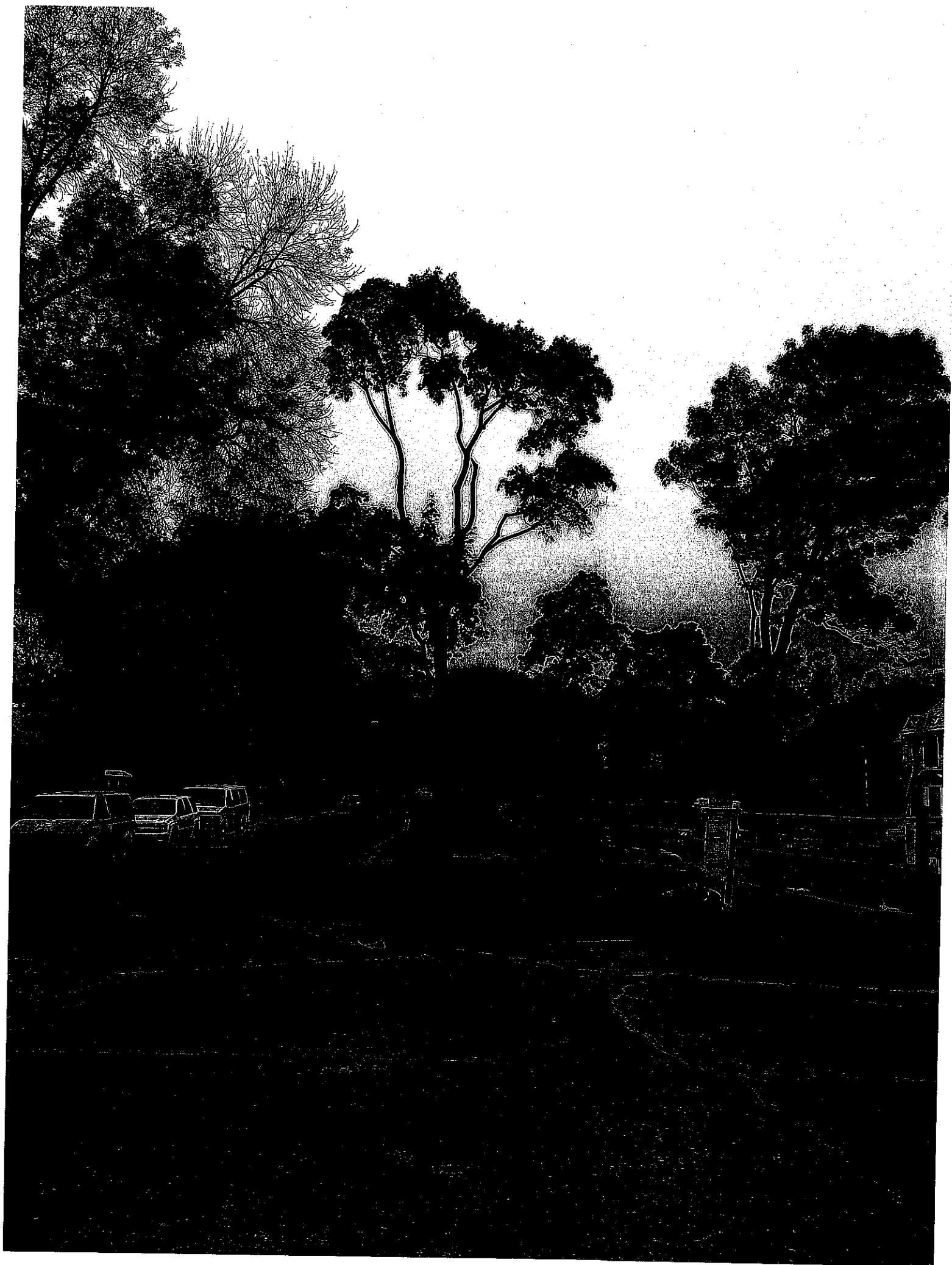
The tree is in pretty rough shape and has had numerous weather related damage over the years and has visible open wounds and there are no branches left on the lowers 3/4 of the tree.

Our plan is to replace it with 4 other 3 1/2 inch trees on the 8th side and 5 trees the same width on the Park side of the property .

We will be providing photos of the proposed tree to show just how far gone it is.

Thank you
John
Aspen Construction

Sent from my iPhone



3.a)

DATE: August 11, 2014

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER		DEPARTMENT Community Development		
ITEM Plat of Consolidation – 217-227 W. 55 th Street – Phillips Plat of Consolidation		APPROVAL Daniel Deeter Village Engineer		
<p>Staff has received a request from Wolf Pack Development, Inc., on behalf of Ric and Kathleen Phillips, to consolidate the two lots at 217-227 W. 55th Street. The subject properties currently exist as two separate lots with homes on each. The petitioner is proposing to demolish one of the homes and consolidate them into one single lot of record. According to the building permit, the applicant intends to demolish the existing home on the western lot at 227 W. 55th and then consolidate the lots into one large lot. As illustrated on the attached Sidwell, each lot is currently 23,770.4 square feet. The consolidation of the two properties would result in a single lot totaling approximately 47,540.8 square feet, as presented on the attached plat. Attached please find the reduced plat of consolidation as well as the Sidwell map identifying the areas to be consolidated.</p> <p>The subject property is currently zoned R-2, Single-Family residential. The existing zoning district requires a minimum lot size of 20,000 square feet. The applicant is not proposing to change the size or dimensions of the lots, but is simply looking to consolidate the two lots into one lot of record.</p> <p>Pursuant to the subdivision request, the Building Department was required to complete a zoning analysis of the proposed setback requirements due to the fact that the home at 217 W. 55th Street will remain. The Village's Zoning Code establishes that the side yard setbacks are a function of lot width and in this situation, the lot width is doubling which changes the required side yard setback for the home at 217 W. 55th. Upon the completion of the zoning analysis, it was determined that the existing home would encroach into the required (east) side yard setback and as such, the applicant has submitted for a zoning variation for the required relief to allow the existing home to remain in its current location. Staff has instructed the applicant that while the code does provide for concurrent applications to be filed, the consolidation plat cannot be recorded until the variation has been approved and the home at 227 W. 55th has been demolished. The requested variation was approved at the Zoning Board of Appeals meeting of July 16, 2014.</p> <p>MOTION: To approve "A Resolution Approving and Accepting A Plat of Consolidation To Consolidate The Properties Commonly Known As 217-227 W. 55th Street In The Village of Hinsdale, County of DuPage".</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				

DRAFT

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ACCEPTING
A PLAT OF CONSOLIDATION TO CONSOLIDATE THE PROPERTIES
COMMONLY KNOWN AS 217 AND 227 W. 55th STREET IN THE VILLAGE
OF HINSDALE, COUNTY OF DUPAGE**

WHEREAS, the owner of those properties commonly known as 217 and 227 West 55th Street, legally described in Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property"), has petitioned the Village of Hinsdale (hereinafter "Village") to approve a Plat of Consolidation to consolidate the Subject Property; and

WHEREAS, a Plat of Consolidation has been prepared and filed with the Village depicting the consolidated Subject Property, and a copy of the Plat of Consolidation is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the President and Board of Trustees have determined to approve and accept the Plat of Consolidation attached as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hinsdale, DuPage County and State of Illinois, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.

Section 2. Plat of Subdivision Approval. The Plat of Consolidation, dated April 1, 2014, and attached as Exhibit B, is hereby approved and accepted.

Section 3. Authorization to Record Plat of Consolidation. The owner of the Subject Property is authorized to record the Plat of Consolidation with the Recorder of Deeds of Dupage County, at the owner's expense.

Section 4. Severability and Repeal of Inconsistent Resolutions and Ordinances. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions and ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this ____ day of _____, 20__.

AYES:

NAYES:

ABSENT:

APPROVED this ____ day of _____, 20__.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

LOTS 1 AND 2 IN FOSTER AND HOLM SUBDIVISION OF THE EAST 160 FEET OF THE WEST 985 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE SOUTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1950 AS DOCUMENT 603775, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-12-320-011

09-12-320-010

EXHIBIT B

PLAT OF CONSOLIDATION

TELECOM SERVICES, LLC
410 S. CLAY AVENUE
BOSTON, MA 02115
TEL: 617-552-0777
FAX: 617-552-0777

LOT 1
AREA 180.00' x 160.00'

LOT 2
180.00' x 160.00'
PER DOCUMENT NO. 100000

LOT 3
180.00' x 160.00'
PER DOCUMENT NO. 100000

LOT 4
180.00' x 160.00'
PER DOCUMENT NO. 100000

LOT 5
180.00' x 160.00'
PER DOCUMENT NO. 100000

160.00' SECOND HAND MEASURED

180.00' SECOND HAND MEASURED

160.00' SECOND HAND MEASURED

LOT 1
180.00' x 160.00'
PER DOCUMENT NO. 100000

LOT 2
180.00' x 160.00'
PER DOCUMENT NO. 100000

LOT 3
180.00' x 160.00'
PER DOCUMENT NO. 100000

LOT 4
180.00' x 160.00'
PER DOCUMENT NO. 100000

LOT 5
180.00' x 160.00'
PER DOCUMENT NO. 100000

RECEIVED OF THE _____ DAY OF _____ A.D. 2004.

NOTARY PUBLIC _____

FOR UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535

THANKS, HENRIKY AUTHORITY AND RESPECTUALLY THE RELEASE OF HENRIKY ON ITS
INVESTIGATION TO JUST AS MY AGENT, TO RECORD HIS PLAT OF 02/23/00/15097 NED
DUPAGE COUNTY RECORDERS OFFICE.

(B) WHICH LEFT HAND AND SEAL AT MEMPHIS, TENNESSEE.

ED WAS 1ST DAY OF APRIL, A.D. 2014.

MICHAEL J. GILSON 038-2675

WFO

PRODUCT: 14-27/14-27 - COMPOSITE

LEGEND
 1. BOUNDARY LINE
 2. BOUNDARY LINE
 3. BOUNDARY LINE
 4. BOUNDARY LINE
 5. BOUNDARY LINE
 6. BOUNDARY LINE
 7. BOUNDARY LINE
 8. BOUNDARY LINE
 9. BOUNDARY LINE
 10. BOUNDARY LINE
 11. BOUNDARY LINE
 12. BOUNDARY LINE
 13. BOUNDARY LINE
 14. BOUNDARY LINE
 15. BOUNDARY LINE
 16. BOUNDARY LINE
 17. BOUNDARY LINE
 18. BOUNDARY LINE
 19. BOUNDARY LINE
 20. BOUNDARY LINE
 21. BOUNDARY LINE
 22. BOUNDARY LINE
 23. BOUNDARY LINE
 24. BOUNDARY LINE
 25. BOUNDARY LINE
 26. BOUNDARY LINE
 27. BOUNDARY LINE
 28. BOUNDARY LINE
 29. BOUNDARY LINE
 30. BOUNDARY LINE
 31. BOUNDARY LINE
 32. BOUNDARY LINE
 33. BOUNDARY LINE
 34. BOUNDARY LINE
 35. BOUNDARY LINE
 36. BOUNDARY LINE
 37. BOUNDARY LINE
 38. BOUNDARY LINE
 39. BOUNDARY LINE
 40. BOUNDARY LINE
 41. BOUNDARY LINE
 42. BOUNDARY LINE
 43. BOUNDARY LINE
 44. BOUNDARY LINE
 45. BOUNDARY LINE
 46. BOUNDARY LINE
 47. BOUNDARY LINE
 48. BOUNDARY LINE
 49. BOUNDARY LINE
 50. BOUNDARY LINE
 51. BOUNDARY LINE
 52. BOUNDARY LINE
 53. BOUNDARY LINE
 54. BOUNDARY LINE
 55. BOUNDARY LINE
 56. BOUNDARY LINE
 57. BOUNDARY LINE
 58. BOUNDARY LINE
 59. BOUNDARY LINE
 60. BOUNDARY LINE
 61. BOUNDARY LINE
 62. BOUNDARY LINE
 63. BOUNDARY LINE
 64. BOUNDARY LINE
 65. BOUNDARY LINE
 66. BOUNDARY LINE
 67. BOUNDARY LINE
 68. BOUNDARY LINE
 69. BOUNDARY LINE
 70. BOUNDARY LINE
 71. BOUNDARY LINE
 72. BOUNDARY LINE
 73. BOUNDARY LINE
 74. BOUNDARY LINE
 75. BOUNDARY LINE
 76. BOUNDARY LINE
 77. BOUNDARY LINE
 78. BOUNDARY LINE
 79. BOUNDARY LINE
 80. BOUNDARY LINE
 81. BOUNDARY LINE
 82. BOUNDARY LINE
 83. BOUNDARY LINE
 84. BOUNDARY LINE
 85. BOUNDARY LINE
 86. BOUNDARY LINE
 87. BOUNDARY LINE
 88. BOUNDARY LINE
 89. BOUNDARY LINE
 90. BOUNDARY LINE
 91. BOUNDARY LINE
 92. BOUNDARY LINE
 93. BOUNDARY LINE
 94. BOUNDARY LINE
 95. BOUNDARY LINE
 96. BOUNDARY LINE
 97. BOUNDARY LINE
 98. BOUNDARY LINE
 99. BOUNDARY LINE
 100. BOUNDARY LINE

NELSON SURVEYORS, LLC

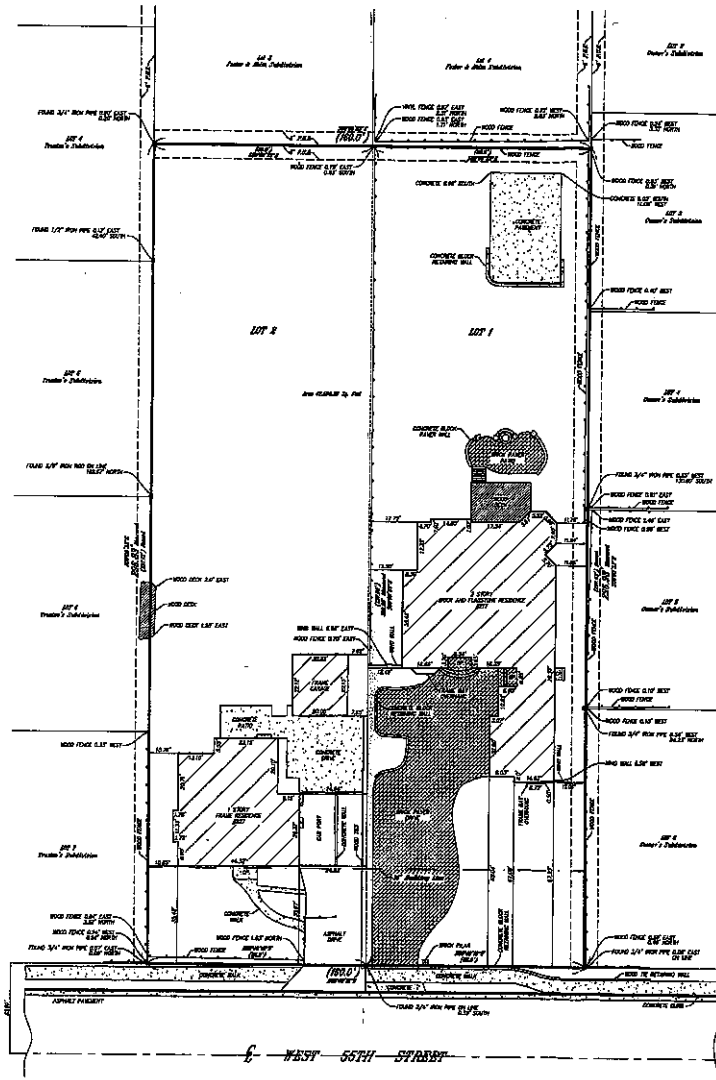
PLAT OF SURVEY

LOTS 1 AND 2 TO THE NORTH 1/4 SECTION 10, TOWNSHIP 36 NORTH, RANGE 10 EAST, COUNTY OF COOK, ILLINOIS. THE TOTAL AREA OF THE SECTION IS 360 ACRES. THE TOTAL AREA OF THE SECTION IS 360 ACRES. THE TOTAL AREA OF THE SECTION IS 360 ACRES.

CONTRACT ADDRESS: 317-327 WEST 55TH STREET

NELSON SURVEYORS, LLC
 400 N. WEST 55TH STREET
 CHICAGO, ILLINOIS 60642
 (773) 462-1000
 (773) 462-1001

THIS PLAT OF SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF ILLINOIS.



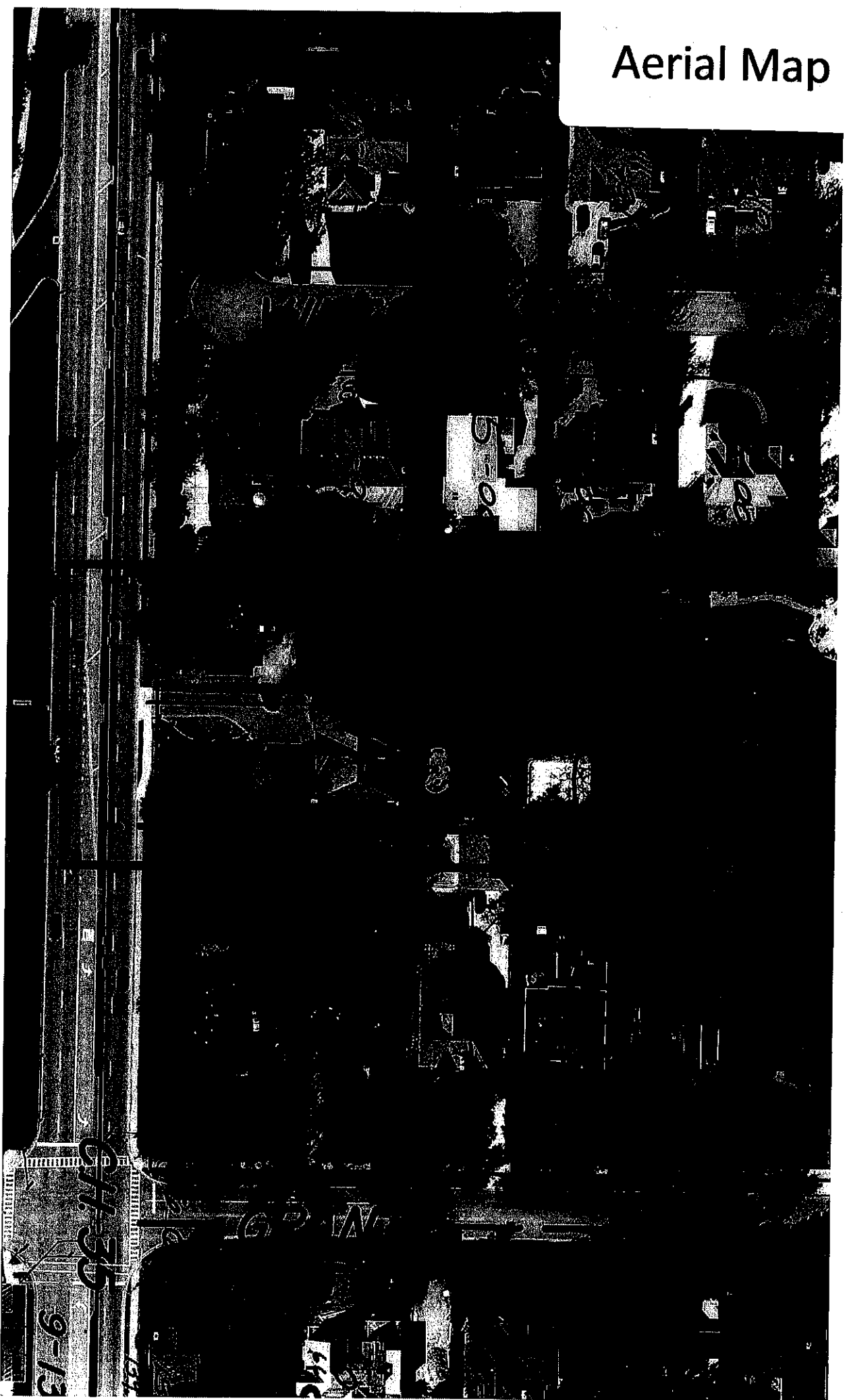
BY MICHAEL JAMES HENDERSON 3/1/2014

STATE OF ILLINOIS
 COUNTY OF COOK

THIS PLAT OF SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF ILLINOIS. THE TOTAL AREA OF THE SECTION IS 360 ACRES. THE TOTAL AREA OF THE SECTION IS 360 ACRES. THE TOTAL AREA OF THE SECTION IS 360 ACRES.

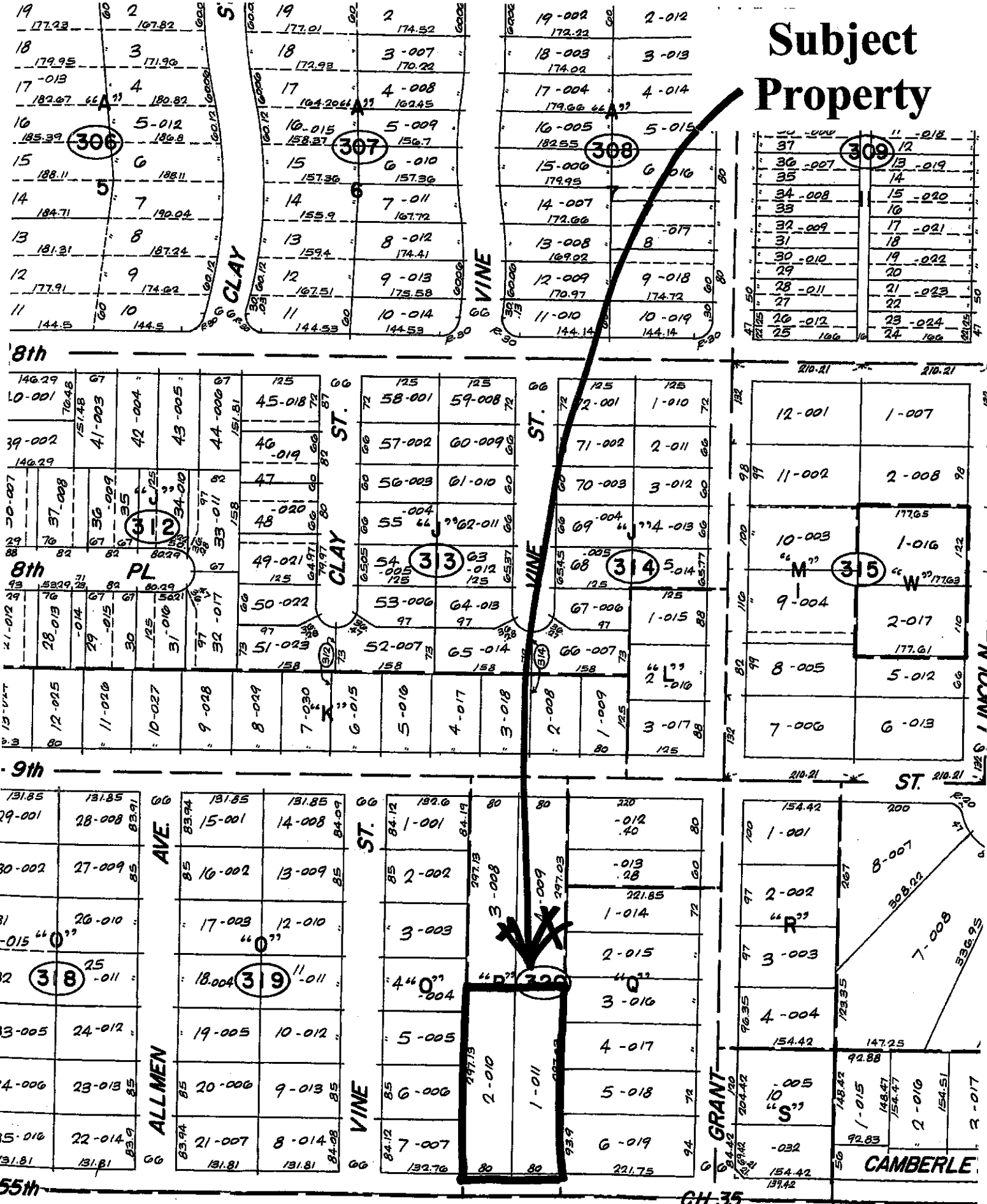
DATE	3/1/2014
BY	Michael James Henderson
FOR	PLAT OF SURVEY
FILED	3/1/2014
FILED	3/1/2014

Aerial Map



01/11/15 09:00:00 01/11/15 09:00:00

Property



DOWNERS GROVE TWP. S.W. 1/4 SE

3.6)

DATE: September 8, 2014

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER	Board of Trustees Item	DEPARTMENT Community Development		
ITEM	Crack Sealing and Seal Coating Services	APPROVAL Daniel M. Deeter Village Engineer		

At the Village engineer's recommendation, this year the Village will be conducting crack sealing operations on select streets. Crack sealing is a maintenance measure that extends the life and condition of a road by preventing water intrusion into the pavement structure and preventing surface decay during freeze/thaw cycles.

On April 2, 2014, four bids were received for the Crack Sealing and Seal Coating Services Program for the municipalities of Burr Ridge, Downers Grove, Glen Ellyn, Hinsdale, Lombard, Villa Park, Wayne, West Chicago, and Woodridge. This joint bid process is part of the Municipal Partnering Initiative (MPI), in which the Village of Hinsdale has elected to participate. The MPI allows communities to purchase goods and services in bulk and therefore realize savings due to economies of scale. This bid process was managed by the Village of Downers Grove under CFB # ST-004-C. The following bids were presented during the April 2, 2014 bid opening:

	Combined Municipalities
• Patriot Pavement Maintenance	\$ 535,052.58
• Denler, Inc.	\$ 549,904.15
• SKC Construction	\$ 616,280.74
• Behm Pavement Maintenance	\$ 1,009,372.00

The Village has reviewed the bids and has verified that the lowest responsible bidder was Patriot Pavement Maintenance.

Staff recommends that Patriot Pavement Maintenance perform the crack sealing and seal coating at the locations listed in Attachment 1.

The total bid from Patriot Pavement Maintenance is \$535,052.58. The budget for the Village of Hinsdale portion of this project is \$30,000.

A bid summary is included in Attachment 2. The bids are based upon estimated quantities. Final pay outs will be dependent upon actual work done.

The following motion is presented for the Board of Trustees' consideration:

Motion: To Award the Crack Sealing and Seal Coating Services Project to Patriot Pavement Maintenance in the Amount Not To Exceed \$30,000.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION				

2014 Crack Sealing and Seal Coating Services

Crack Control 2014

Name	From	To	Length	Total Length (ft)	Crack Seal (lbs)
Total				42,543	18,506

County Line Road	47th Street	County Line Court	161	5,382	2,341
County Line Road	County Line Court	First Street	331		
County Line Road	First Street	Third Street	1,010		
County Line Road	Third Street	Fourth Street	440		
County Line Road	Fourth Street	Woodside Avenue	520		
County Line Road	Woodside Avenue	Sixth Street	472		
County Line Road	Sixth Street	Seventh Street	564		
County Line Road	Seventh Street	Eighth Street	624		
County Line Road	Eighth Street	Woodland Avenue	250		
County Line Road	Woodland Avenue	Ninth Street	440		
County Line Road	Ninth Street	Pamela Circle	390		
County Line Road	Pamela Circle	55th Street	180		

Fourth Street	Elm Street	Oak Street	492	1,378	599
Fourth Street	Oak Street	County Line Road	886		

Garfield Street	First Street	Third Street	648	5,798	2,522
Garfield Street	Third Street	Fourth Street	392		
Garfield Street	Fourth Street	Fifth Street	532		
Garfield Street	Fifth Street	Sixth Street	294		
Garfield Street	Sixth Street	Ulm Place	322		
Garfield Street	Ulm Place	Seventh Street	332		
Garfield Street	Seventh Street	Eighth Street	649		
Garfield Street	Eighth Street	Ninth Street	651		
Garfield Street	Ninth Street	55th Street	652		
Garfield Street	57th Street	58th Street	681		
Garfield Street	58th Street	59th Street	645		

Washington Street	Ogden Avenue	Minneola	910	3,513	1,528
Washington Street	Minneola Street	Lansing Street	230		
Washington Street	Lansing Street	AC/PCC Change	120		
Washington Street	AC/PCC Change	Ayres	259		
Washington Street	Ayres Street	North Street	440		
Washington Street	North Street	Hickory Street	446		
Washington Street	Hickory Street	Walnut Street	541		
Washington Street	Walnut Street	Maple Street	567		

Eighth Street	Madison Street	Clay Street	617	2,615	1,138
Eighth Street	Clay Street	Vine Street	315		
Eighth Street	Vine Street	Grant Street	318		
Eighth Street	Grant Street	Lincoln Street	420		
Eighth Street	Lincoln Street	Washington Street	410		
Eighth Street	Washington Street	Garfield Street	535		

Princeton Road	N End	First Street	705	2,356	1025
Princeton Road	First Street	Third Street	653		
Princeton Road	Third Street	Woodside Avenue	738		
Princeton Road	Woodside Avenue	Sixth Street	260		

Vine Street	Hinsdale	Sixth	1,004	21,501	9353
Hillgrove	Oak	County Line	549		
Grant Street	55th	57th	3,975		
Grant Street	North	Chicago	4,662		
Monroe Street	Ogden	North	3,164		
North Street	Vine	Garfield	3,717		
Garfield Street	The Lane	Chicago	4,430		

BID OPENING: 4/2/14, 10:00 AM
 CFB # ST-004C
 CRACK SEALING AND SEAL COATING SERVICES
 DUPAGE COUNTY
 VILLAGE OF DOWNERS GROVE
 MULTIPLE MUNICIPALITIES

NO.	ITEM	QUANTITY	UNIT	#1	#2	#3	#4
				Patriot Pavement Maint. 825 Seegers Rd, Suite F Des Plaines, IL 60016	Denler, Inc. 19148 S. 104th Avenue Mokena, IL 60448	SKC Construction PO Box 503 West Dundee, IL 60118	Behm Pavement Maint. 3010 Route 176 Crystal Lake, IL 60014
				YEAR 1	YEAR 1	YEAR 1	YEAR 1
				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
				TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
A	Crack Sealing Asphalt Pavement	355,414	LB	\$1.22	\$445,333.74	\$1.42	\$504,687.88
B	Crack and Joint Sealing PCC Pavement	1,898	LB	\$2.00	\$5,599.10	\$1.42	\$2,695.16
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	65,200	LB	\$1.30	\$88,346.00	\$1.46	\$95,192.00
D	Seal Coat Bike Path	13,570	S.Y.	\$0.95	\$10,625.31	\$1.01	\$13,705.70
Totals As Read->				\$535,052.58	\$549,904.15	\$616,280.74	\$1,009,372.00

Attachment 2

**CONTRACT BETWEEN
VILLAGE OF HINSDALE**

AND

PATRIOT PAVEMENT MAINTENANCE, INC.

FOR

CRACK SEALING AND SEAL COATING SERVICES

DUPAGE MUNICIPAL PARTNERING INITIATIVE
VILLAGE OF DOWNERS GROVE BID #ST-004C

CONTRACT BETWEEN
VILLAGE OF HINSDALE
AND
PATRIOT PAVEMENT MAINTENANCE, INC.
FOR
CRACK SEALING AND SEAL COATING SERVICES
DUPAGE MUNICIPAL PARTNERING INITIATIVE
VILLAGE OF DOWNERS GROVE BID #ST-004C

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I THE WORK.....	1
1.1 Performance of the Work	1
1.2 Commencement and Completion Dates	2
1.3 Required Submittals	2
1.4 Review and Interpretation of Contract Provisions	3
1.5 Conditions at the Work Site; Record Drawings	4
1.6 Technical Ability to Perform.....	4
1.7 Financial Ability to Perform.....	4
1.8 Time.....	5
1.9 Safety at the Work Site.....	5
1.10 Cleanliness of the Work Site and Environs.....	5
1.11 Damage to the Work, the Work Site, and Other Property	5
1.12 Subcontractors and Suppliers	6
1.13 Simultaneous Work By Others	6
1.14 Occupancy Prior to Final Payment.....	6
1.15 Owner's Right to Terminate or Suspend Work for Convenience	7
ARTICLE II CHANGES AND DELAYS.....	7
2.1 Changes	7
2.2 Delays	7
ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK..	8
3.1 Inspection; Testing; Correction of Defects.....	8

3.2	Warranty of Work.....	8
3.3	Owner's Right to Correct.....	9
ARTICLE IV	FINANCIAL ASSURANCES.....	9
4.1	Bonds.....	9
4.2	Insurance.....	9
4.3	Indemnification.....	9
ARTICLE V	PAYMENT.....	10
5.1	Contract Price.....	10
5.2	Taxes and Benefits.....	10
5.3	Progress Payments.....	10
5.4	Final Acceptance and Final Payment.....	11
5.5	Liens.....	12
5.6	Deductions.....	12
ARTICLE VI	DISPUTES AND REMEDIES.....	13
6.1	Dispute Resolution Procedure.....	13
6.2	Contractor's Remedies.....	14
6.3	Owner's Remedies.....	14
6.4	Owner's Special Remedy for Delay.....	15
6.5	Terminations and Suspensions Deemed for Convenience.....	15
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS.....	16
7.1	Binding Effect.....	16
7.2	Relationship of the Parties.....	16
7.3	No Collusion/Prohibited Interests.....	16
7.4	Assignment.....	16
7.5	Confidential Information.....	17
7.6	No Waiver.....	17
7.7	No Third Party Beneficiaries.....	17
7.8	Notices.....	17
7.9	Governing Laws.....	18
7.10	Changes in Laws.....	18
7.11	Compliance with Laws.....	18
7.12	Compliance with Patents.....	19
7.13	Time.....	19
7.14	Severability.....	19
7.15	Entire Agreement.....	19
7.16	Amendments.....	20
CONTRACTOR'S CERTIFICATION		
ATTACHMENT A	Invitation for bids CFB32014-001, Pavement Patching and Resurfacing Program	
ATTACHMENT B	Village of Hinsdale 2014 MPI Streets Quantities	
ATTACHMENT C	BNSF Application for Temporary Occupancy	

**CONTRACT BETWEEN
VILLAGE OF HINSDALE**

AND

PATRIOT PAVEMENT MAINTENANCE, INC.

FOR

CRACK SEALING AND SEAL COATING SERVICES

DUPAGE MUNICIPAL PARTNERING INITIATIVE
VILLAGE OF DOWNERS GROVE BID #ST-004C

CONTRACT BETWEEN
VILLAGE OF HINSDALE
AND
PATRIOT PAVEMENT MAINTENANCE, INC.
FOR
CRACK SEALING AND SEAL COATING SERVICES
DUPAGE MUNICIPAL PARTNERING INITIATIVE
VILLAGE OF DOWNERS GROVE BID #ST-004C

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	THE WORK..... 1
1.1	Performance of the Work 1
1.2	Commencement and Completion Dates 2
1.3	Required Submittals 2
1.4	Review and Interpretation of Contract Provisions 3
1.5	Conditions at the Work Site; Record Drawings 4
1.6	Technical Ability to Perform..... 4
1.7	Financial Ability to Perform..... 4
1.8	Time..... 5
1.9	Safety at the Work Site..... 5
1.10	Cleanliness of the Work Site and Environs..... 5
1.11	Damage to the Work, the Work Site, and Other Property 5
1.12	Subcontractors and Suppliers 6
1.13	Simultaneous Work By Others 6
1.14	Occupancy Prior to Final Payment..... 6
1.15	Owner's Right to Terminate or Suspend Work for Convenience 7
ARTICLE II	CHANGES AND DELAYS..... 7
2.1	Changes 7
2.2	Delays 7
ARTICLE III	CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK .. 8
3.1	Inspection; Testing; Correction of Defects..... 8

3.2	Warranty of Work.....	8
3.3	Owner's Right to Correct.....	9
ARTICLE IV	FINANCIAL ASSURANCES.....	9
4.1	Bonds.....	9
4.2	Insurance.....	9
4.3	Indemnification.....	9
ARTICLE V	PAYMENT.....	10
5.1	Contract Price.....	10
5.2	Taxes and Benefits.....	10
5.3	Progress Payments.....	10
5.4	Final Acceptance and Final Payment.....	11
5.5	Liens.....	12
5.6	Deductions.....	12
ARTICLE VI	DISPUTES AND REMEDIES.....	13
6.1	Dispute Resolution Procedure.....	13
6.2	Contractor's Remedies.....	14
6.3	Owner's Remedies.....	14
6.4	Owner's Special Remedy for Delay.....	15
6.5	Terminations and Suspensions Deemed for Convenience.....	15
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS.....	16
7.1	Binding Effect.....	16
7.2	Relationship of the Parties.....	16
7.3	No Collusion/Prohibited Interests.....	16
7.4	Assignment.....	16
7.5	Confidential Information.....	17
7.6	No Waiver.....	17
7.7	No Third Party Beneficiaries.....	17
7.8	Notices.....	17
7.9	Governing Laws.....	18
7.10	Changes in Laws.....	18
7.11	Compliance with Laws.....	18
7.12	Compliance with Patents.....	19
7.13	Time.....	19
7.14	Severability.....	19
7.15	Entire Agreement.....	19
7.16	Amendments.....	20
CONTRACTOR'S CERTIFICATION		
ATTACHMENT A	Invitation for bids CFB32014-001, Pavement Patching and Resurfacing Program	
ATTACHMENT B	Village of Hinsdale 2014 MPI Streets Quantities	
ATTACHMENT C	BNSF Application for Temporary Occupancy	

CONTRACT BETWEEN
VILLAGE OF HINSDALE
AND
PATRIOT PAVEMENT MAINTENANCE, INC.
FOR
CRACK SEALING AND SEAL COATING SERVICES
DUPAGE MUNICIPAL PARTNERING INITIATIVE
VILLAGE OF DOWNERS GROVE BID #ST-004C

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and SUCCESSFUL BIDDER AND ADDRESS ("Contractor"), make this Contract as of the _____ day of _____, 2014, and hereby agree as follows:

ARTICLE I
THE WORK

Per the bid documents and specifications, crack sealing is to be performed at the locations listed in Attachment B. Contract quantities are also listed in Attachment B.

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B.

2. Permits. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall coordinate with the Village Engineer to agree upon a "Commencement Date" for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within 30 Working Days as defined by article 108.04 of the Standard Specifications. The Work shall be completed no later than October 30, 2014.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their

submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2012.

Technical Terms and Conditions set forth in Appendix A apply to all line items listed in Attachment B.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of

the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection

2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning

said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees

part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract;

(3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment B, not to exceed \$24,058 subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:

1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduce at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.

2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering,

all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village Engineer after all other parties have signed the document. In case of acceptance of a part of the work for use or occupancy prior to the final acceptance of the entire work, the guarantee for the

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: VILLAGE CLERK

with a copy to:
Klein, Thorpe, Jenkins
Lance Malina
20 N. Wacker Drive Suite 1660
Chicago, IL 60606-2903

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Patriot Pavement Maintenance, Inc.
825 Seegers
Des Plains, IL 60016

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no

other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF HINSDALE

By: _____

By: _____

Kathleen Gargano
Village Manager

Title: _____

Attest/Witness

**PATRIOT PAVEMENT
MAINTENANCE, INC.**

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 20____

Attest/Witness:

PATRIOT PAVEMENT
MAINTENANCE, INC.

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 20____

My Commission Expires: _____

[SEAL]

**ATTACHMENT A - CALL FOR BIDS CFB #ST-004C, CRACK
SEALING AND SEALCOATING SERVICES**

CALL FOR BIDS

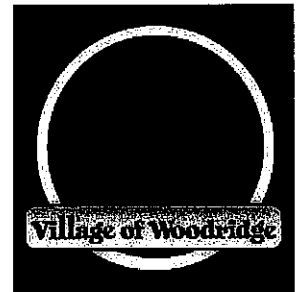
CFB # ST-004C

BID DOCUMENTS AND SPECIFICATIONS

CRACK SEALING AND SEAL COATING SERVICES

FOR THE MUNICIPALITIES OF:

**BURR RIDGE, DOWNERS GROVE, GLEN ELLYN, HINSDALE,
LOMBARD, VILLA PARK, WAYNE, WEST CHICAGO, AND WOODRIDGE**



**VILLAGE OF DOWNERS GROVE
PUBLIC WORKS
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
(630) 434-5460**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Downers Grove Public Works Department, 5101 Walnut Ave, Downers Grove, IL 60515 until 10:00 a.m. local time on April 2, 2014, and then at said office publicly opened and read aloud for the following:

**CFB NO: ST-004C
CFB ON: CRACK SEALING AND SEAL COATING SERVICES FOR
THE MUNICIPALITIES OF:**

BURR RIDGE, DOWNERS GROVE, GLEN ELLYN, HINSDALE, LOMBARD, VILLA PARK, WAYNE, WEST CHICAGO, AND WOODRIDGE

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON MARCH 26, 2014 AT 10:00 AM AT THE DOWNERS GROVE PUBLIC WORKS DEPARTMENT, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515.

Scope of work includes: seal coating, routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Municipalities.

Plans, specifications and bid forms may be obtained at DOWNERS GROVE PUBLIC WORKS DEPARTMENT, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515, or by calling (630) 434-5460.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Downers Grove for not less than five percent (5%) of the bid amount.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Village Council.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Downers Grove reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: March 19, 2014

SUBMISSION INFORMATION

Village of Downers Grove Public Works Department
5101 Walnut Ave
Downers Grove, IL 60515

INVITATION # ST-004C
BID OPENING DATE: April 2, 2014
TIME: 10:00 A.M. Local Time
LOCATION: Public Works

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: _____
Address: _____
City, State, Zip Code: _____

Crack Sealing and Seal Coating Services
per the specifications identified herein

I. BASE BID ITEMS**A. CRACK SEALING ASPHALT PAVEMENT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	355,414	LB	\$ _____	\$ _____
2 Year 2 (optional)	352,800	LB	\$ _____	\$ _____
3 Year 3 (optional)	351,800	LB	\$ _____	\$ _____

B. CRACK AND JOINT SEALING PCC PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
4 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	1,898	LB	\$ _____	\$ _____
5 Year 2 (optional)	1,900	LB	\$ _____	\$ _____
6 Year 3 (optional)	1,900	LB	\$ _____	\$ _____

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
4 Fiber-Asphalt Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	65,200	LB	\$ _____	\$ _____
5 Year 2 (optional)	65,000	LB	\$ _____	\$ _____
6 Year 3 (optional)	65,000	LB	\$ _____	\$ _____

D. SEAL COAT BIKE PATH

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
4 Seal Coat Bike Path per the specifications identified herein- Year 1	13,570	SY	\$ _____	\$ _____
5 Year 2 (optional)	13,060	SY	\$ _____	\$ _____
6 Year 3 (optional)	15,360	SY	\$ _____	\$ _____

BASE BID – YEAR 1 TOTALS

\$ _____

E. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT MUNICIPAL FACILITY

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____ %
Village of Downers Grove	No			_____ n/a %
Village of Glen Ellyn	Yes	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____ %
Village of Hinsdale	Yes	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____ %
Village of Lombard	No			_____ n/a %
Village of Villa Park	Yes	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____ %
Village of Wayne	No			_____ n/a %
City of West Chicago	No			_____ n/a %
Village of Woodridge	No			_____ n/a %

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____	Company Name: _____
Typed/Printed Name: _____	Date: _____
Title: _____	Telephone Number: _____
E-mail _____	

1. INTENT

It is the intent of the Village of Burr Ridge (BURR RIDGE), the Village of Downers Grove (DOWNERS GROVE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the Village of Wayne (WAYNE), the City of West Chicago (WEST CHICAGO), and the Village of Woodridge (WOODRIDGE) (collectively, the "Municipalities") to jointly bid roadway crack sealing and bike path seal coating services and award these services to a single contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Downers Grove is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

2. PRE-BID CONFERENCE

A NON-MANDATORY PRE-BID CONFERENCE will be held on March 26, 2014 at 10:00 a.m. at the VILLAGE OF DOWNERS GROVE PUBLIC WORKS DEPARTMENT, 5101 WALNUT AVE, DOWNERS GROVE, ILLINOIS 60515.

Contractors interested in bidding this work are urged to attend the pre-bid conference. Attendance at this meeting is not mandatory; however, contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

3. BID PRICE

Please submit pricing for the base bid items, which include year one (1) pricing for all work items.

As optional pricing, the Municipalities request fixed pricing for year two (2) and year three (3) for crack sealing asphalt pavement, crack and joint sealing PCC pavement, fiber-asphalt crack sealing, and seal coating bike paths.

The Contractor shall identify the discount for each Municipality if equipment staging is allowed at municipal facilities.

The Municipalities reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the municipality.

4. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Downers Grove to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Downers Grove 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.

Any bid not complying with the Security requirement will be rejected as non-responsive.

5. VOLUME/ESTIMATED QUANTITY

The quantities indicated are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether for more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

6. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by each Municipality on a total lump sum for its portion of the base bid. The Municipalities reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Municipalities. The Village of Downers Grove further reserves the right to reject any or all bids.

Each year, the individual Municipalities shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

7. TERM

The Agreement shall be in effect for one (1) year from date of award. The Village of Downers Grove reserves the right to renew the Agreement for two (2) additional one (1) year terms, subject to acceptable performance by the Contractor and price identified herein. At the end of any contract term, the Village of Downers Grove reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place.

Work in each Municipality shall begin in spring/summer 2014, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide services for the Municipalities per the schedule that each Municipality coordinates with the Contractor.

The Contractor will begin services for the Municipalities in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a municipality upon mutual written consent by the municipality and the Contractor.

For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

8. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 8.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality as security for the faithful performance of the municipality's contract; and
- 8.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality.
- 8.3 Documents required by this section must be received and approved by the municipality before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

9. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the Municipality's Corporate Authorities.

10. CONTACT WITH MUNICIPAL PERSONNEL

All bidders are prohibited from making any contact with the respective Municipalities' Presidents/Mayors, Trustees, Council Members, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the call for bids, other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the call for bids. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

11. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

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

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

The Village of Downers Grove requires all bidders to submit a certification, enclosed with this bid packet, indicating that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all bidders acknowledge and accept that if any Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

12. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Downers Grove is the only official source for bid packages and supporting materials. Registration with the Village of Downers Grove is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Downers Grove cannot ensure that bidders who obtain bid packages from sources other than the Village of Downers Grove will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Municipalities' discretion, be rejected as non-responsive and/or their bid disqualified. In such cases, the Village of Downers Grove will NOT re-release the project absent extraordinary circumstances.

13. PREVAILING WAGE

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois - Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Municipality or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the

job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Municipality will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

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

Since this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Municipality no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE MUNICIPALITY.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Municipality reserves the right to check the pay stubs of the workers on the job. The Municipality further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

15. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ at least 90% Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Downers Grove's Village Attorney.

16. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

17. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

18. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but may not be limited to:

- A. Bid pricing
- B. Compliance with specifications
- C. Previous Municipality Experience
- D. Submittal compliance

- E. References
- F. Not currently suspended from participation in any Local, State or Federal Projects

19. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit
- H) Campaign Disclosure Certificate

20. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the Village of Downers Grove is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

21. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship are to be used.

22. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Downers Grove will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities for the base bid (year one), years two (2) and/or three (3), the Municipalities reserve the right to reject such bid at the discretion of the Village of Downers Grove.

23. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the Municipalities, even though not specifically detailed or mentioned.

24. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Andy Sikich asikich@downers.us. Questions must be submitted **no later than 4:00 p.m. on March 27, 2014.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

25. CAMPAIGN DISCLOSURE

- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and equipment covered by said Act.

27. RESPONSIVE BID

- 27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 27.2 Bidders shall promptly notify the Village of Downers Grove of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

28. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Downers Grove shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the CFB, and as otherwise required by the Village of Downers Grove, including, but not limited to:

- 100% performance and payment bonds for the project awarded award by other Municipalities
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each additional Municipality for work performed

29. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period if applicable, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

29.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

29.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$1,000,000
-----------------------	-------------

29.5 **Umbrella Coverage:** \$2,000,000.

29.6 Contractor agrees that with respect to the above required insurance:

29.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;

29.6.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.6.3 The Contractor's insurance shall be primary in the event of a claim.

29.6.4 **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.6.5 A **Certificate of Insurance** that states **each Municipality** has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number _____ on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term."

29.7 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, each municipality may purchase such insurance coverages and charge the expense

thereof to the Contractor.

30. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Burr Ridge, the Village of Downers Grove, the Village of Glen Ellyn, the Village of Hinsdale, the Village of Lombard, the Village of Villa Park, the Village of Wayne, the City of West Chicago, and the Village of Woodridge , and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this Contract . The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Municipalities, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

31. CHANGE IN STATUS

The Contractor shall notify each Municipality immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in the normal course of business. The Municipalities shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

32. CHANGE ORDERS

The Municipalities believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the municipality prior to execution.

32.1 Change Orders shall comply with 720 ILCS 5/33E-9.

32.2 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Municipality . (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager or other authorized agent.

32.3 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

32.4 A written Change Order must be issued by the affected Municipality's Purchasing Manager or other authorized agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

33. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices for each Municipality detailing the services provided directly to the respective Municipality . All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipalities. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Burr Ridge
Paul D. May, P.E.
Director of Public Works
451 Commerce Street
Burr Ridge, IL 60527

Village of Downers Grove
Andy Sikich
5101 Walnut Ave
Downers Grove, IL 60515

Village of Glen Ellyn
Julius Hansen, DPW
30 S. Lambert Road
Glen Ellyn, IL 60137

Village of Hinsdale
George Franco
19 E. Chicago Ave
Hinsdale, IL 60521

Village of Lombard
Tom Dixon
1051 S. Hammerschmidt Ave.
Lombard, IL 60148

Village of Villa Park
Public Works Department
Attn: Kevin Mantels
20 South Ardmore Ave.
Villa Park, IL 60181

Village of Wayne
Attn: Dan Lynch
5 N 430 Railroad Street
PO Box 532
Wayne, IL 60182

City of West Chicago
Director of Public Works
475 Main Street
West Chicago, IL 60185

Village of Woodridge
Adam Frederick, P.E.
Department of Public Works
1 Plaza Drive
Woodridge, IL 60517

34. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Downers Grove Call for Bids General Terms & Specifications and the Contractor's Bid Response.

35. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in 18th Judicial Circuit Court of DuPage County.

36. NON-ENFORCEMENT BY THE MUNICIPALITIES

The Contractor shall not be excused from complying with any of the requirements of this Contract because of any failure on the part of the Municipality, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

37. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipality.

38. TERMINATION

The Village of Downers Grove reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

39. VILLAGE CONTRACTOR'S LICENSE

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is performed.

40. AUDIT/ACCESS TO RECORDS

A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Municipality or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to

include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.

- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

41. GUARANTEE

Contractor shall guarantee all work performed under this contract for a period of one (1) year. Said guarantee period shall begin upon final acceptance of all improvements by the municipality.

42. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

MUNICIPALITIES - STATE OF ILLINOIS

MARCH 2014

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
 - 4.1.1 The Municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the Municipality by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."
- 6.0. **DRUG FREE WORK PLACE**
- 6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 6.1.1 Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.1.2 Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
- 6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act , 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act.

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 **PATRIOT ACT COMPLIANCE**

8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the municipality or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

1. **SCOPE OF WORK**

The Village of Downers Grove requests bids for roadway crack sealing and bike path seal coating services, which will include routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, installation of the compound within routed and cleaned cracks, and seal coating of bike paths, to be performed throughout the Village of Burr Ridge (BURR RIDGE), the Village of Downers Grove (DOWNERS GROVE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the Village of Wayne (WAYNE), the City of West Chicago (WEST CHICAGO), and the Village of Woodridge (WOODRIDGE) (collectively, the "Municipalities"). The successful bidder ("Contractor") will provide seal coating per the specifications in the attached Appendix A, as well as crack sealing services (i.e., crack routing, crack cleaning, and crack filling) per the Illinois Department of Transportation (IDOT) specifications offered in sections 451 and 452 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2012) - Supplemental Specifications and Recruiting Special Provisions (Adopted January 1, 2014), as amended by the attached **Appendix A**.

2. **PROJECT DELIVERABLES / QUANTITIES**

The Contractor shall seal coat, route cracks, clean routed cracks, provide crack sealant compound, and install the compound within routed and cleaned cracks at various locations throughout the Municipalities per the specifications shown in **Appendix A**. Per **Appendix A**, the Contractor shall provide sealant that meets IDOT specifications offered in section 1050.02 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2012) - Supplemental Specifications and Recruiting Special Provisions (Adopted January 1, 2014)." On the request of the Municipalities, the Contractor will provide proof that the sealant it is providing meets the IDOT specifications. The contractor shall not be permitted to work in the rain or install sealant into cracks in which water is standing. The tables below provide estimates for locations and quantities for services/good to be provided. The quantities listed in the table are estimated quantities. The actual quantities ordered by the Municipalities may be fewer or greater than those listed depending on the conditions of the Municipalities' roadways during a particular year. Numbers of general locations (e.g., roadways) are offered for only the year 2014. The number of locations for the years 2015 and 2016 may differ from the number of locations for the years 2015 and 2016. The number of locations for the years 2015 and 2016 should be similar to those listed for 2014, and should be reduced or increased proportionally where the quantities for feet of cracks and pounds of sealant are fewer or greater than those listed for the year 2014.

A. CRACK SEALING ASPHALT PAVEMENT QUANTITIES

Municipality	Year	Number of locations	Quantity	Unit
Village of Burr Ridge	2014	30	12,000	Pounds of sealant
	2015	NA	12,000	Pounds of sealant
	2016	NA	12,000	Pounds of sealant
Village of Downers Grove	2014	84	92,000	Pounds of sealant
	2015	NA	92,000	Pounds of sealant
	2016	NA	92,000	Pounds of sealant
Village of Hinsdale	2014	3	3,800	Pounds of sealant
	2015	NA	3,800	Pounds of sealant
	2016	NA	3,800	Pounds of sealant

Village of Lombard	2014	78	95,000	Pounds of sealant
	2015	NA	95,000	Pounds of sealant
	2016	NA	95,000	Pounds of sealant
Village of Villa Park	2014	14	35,000	Pounds of sealant
	2015	NA	35,000	Pounds of sealant
	2016	NA	35,000	Pounds of sealant
Village of Wayne	2014	15	16,000	Pounds of sealant
	2015	NA	16,000	Pounds of sealant
	2016	NA	16,000	Pounds of sealant
City of West Chicago	2014	4	28,000	Pounds of sealant
	2015	NA	28,000	Pounds of sealant
	2016	NA	28,000	Pounds of sealant
Village of Woodridge	2014	55	73,614	Pounds of sealant
	2015	NA	71,000	Pounds of sealant
	2016	NA	70,000	Pounds of sealant
2014 TOTAL			355,414	Pounds of sealant
2015 TOTAL			352,800	Pounds of sealant
2016 TOTAL			351,800	Pounds of sealant

B. CRACK AND JOINT SEALING PCC PAVEMENT QUANTITIES

Municipality	Year	Number of locations	Quantity	Unit
Village of Glen Ellyn	2014	3	500	Pounds of sealant
	2015	NA	500	Pounds of sealant
	2016	NA	500	Pounds of sealant
Village of Lombard	2014	7	1,398	Pounds of sealant
	2015	NA	1,400	Pounds of sealant
	2016	NA	1,400	Pounds of sealant
2014 TOTAL			1,898	Pounds of sealant
2015 TOTAL			1,900	Pounds of sealant
2016 TOTAL			1,900	Pounds of sealant

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT QUANTITIES

Village of Downers Grove	2014	41	45,200	Pounds of sealant
	2015	NA	45,000	Pounds of sealant
	2016	NA	45,000	Pounds of sealant
Village of Glen Ellyn	2014	10	20,000	Pounds of sealant
	2015	NA	20,000	Pounds of sealant
	2016	NA	20,000	Pounds of sealant
2014 TOTAL			65,200	Pounds of sealant
2015 TOTAL			65,000	Pounds of sealant
2016 TOTAL			65,000	Pounds of sealant

D. SEAL COAT BIKE PATH QUANTITIES

Municipality	Year	Number of locations	Quantity	Unit
Village of Woodridge	2014	3	13,570	Square Yards
	2015	NA	13,060	Square Yards
	2016	NA	15,360	Square Yards
2014 TOTAL			13,570	Square Yards
2015 TOTAL			13,060	Square Yards
2016 TOTAL			15,360	Square Yards

3. SWEEPING AND COLLECTION OF DEBRIS

The Contractor shall mechanically sweep all streets with a street sweeper or equipment agreeable to the Engineer within 48 hours after it has been crack sealed. The removal of any excess debris blown or deposited onto parkways, sidewalks, walkways or driveways shall be included. Upon completion of sweeping and collection of debris, all roadways and adjacent areas must present an appearance that is satisfactory to the Engineer. This work will not be paid for separately and shall be included in the cost of the overall contract work.

4. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY

For each year of the contract, each Municipality will supply the Contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide crack sealing services. Each Municipality will also supply the Contractor with a list of the locations within its territory for which the Contractor will provide crack sealing services. Each list will show the estimated quantity for each location.

5. SCHEDULING OF WORK

Each year, the Municipalities shall schedule their work with the Contractor independently of each other. The Contractor will not be required to provide crack sealing services simultaneously in each Municipality; however, it shall complete the total volume of crack sealing services required by each Municipality within the term specified herein.

The Contractor shall provide crack sealing services for the Municipalities within the construction hours allowed by their local ordinances. For example, for Downers Grove, the construction hours will be on weekdays, 7:00 am to 7:00 pm. The Municipalities may prohibit the Contractor from working on weekends or holidays.

6. CONTRACTOR'S PERSONNEL

While working for the Municipalities, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

7. CONTRACTOR'S EQUIPMENT

Each Municipality may provide the Contractor space at its Public Works facility to store equipment while the Contractor is providing the Municipality crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

8. LANE/ROADWAYS CLOSURES

The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the Municipalities. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the Municipalities, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. Lane closures on roads with higher traffic volumes, as determined by the Engineer, shall be limited to one lane at a time, with flaggers used as necessary. Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

9. DELIVERY OF SERVICES/GOODS

The Contractor shall deliver services at the locations specified by each Municipality on the map and list of locations that the Municipality provides to the Contractor.

10. TERM

The term of this contract shall be one year with two optional one-year renewals. Each year, the Contractor shall provide services for each Municipality per the schedule that each Municipality coordinates with the Contractor. The Contractor will begin providing services for the Municipalities in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a Municipality if the extension is mutually agreed by the Municipality and the Contractor.

11. ADVANCE NOTICE TO RESIDENTS

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths scheduled to be crack sealed and/or seal coated. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. crack sealing or seal coating), the dates it is planned for, and "no parking" (if applicable), or any other language approved/required by the Municipality.

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

12. PRICING

Bidders will provide pricing for this contract per pound of crack sealant, or per square yard of seal coat, to be provided (installed per the specifications contained herein). A bidder's per-pound or per-square yard pricing will include all of its costs, including its costs for materials, installation services, sweeping/clean-up, the providing of advance notice about these services to residences, and any other incidental items of work included in this contract.

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone
Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS

(i)

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

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

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2014

Notary Public

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

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____,
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2014

Notary Public

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

**ATTACHMENT B - CRACK SEAL LOCATIONS AND CONTRACT
QUANTITIES**

2014 Crack Sealing and Seal Coating Services

Crack Control 2014

Name	From	To	Length	Total Length (ft)	Crack Seal (lbs)
Total				42,543	18,506

County Line Road	47th Street	County Line Court	161	5,382	2,341
County Line Road	County Line Court	First Street	331		
County Line Road	First Street	Third Street	1,010		
County Line Road	Third Street	Fourth Street	440		
County Line Road	Fourth Street	Woodside Avenue	520		
County Line Road	Woodside Avenue	Sixth Street	472		
County Line Road	Sixth Street	Seventh Street	564		
County Line Road	Seventh Street	Eighth Street	624		
County Line Road	Eighth Street	Woodland Avenue	250		
County Line Road	Woodland Avenue	Ninth Street	440		
County Line Road	Ninth Street	Pamela Circle	390		
County Line Road	Pamela Circle	55th Street	180		

Fourth Street	Elm Street	Oak Street	492	1,378	599
Fourth Street	Oak Street	County Line Road	886		

Garfield Street	First Street	Third Street	648	5,798	2,522
Garfield Street	Third Street	Fourth Street	392		
Garfield Street	Fourth Street	Fifth Street	532		
Garfield Street	Fifth Street	Sixth Street	294		
Garfield Street	Sixth Street	Ulm Place	322		
Garfield Street	Ulm Place	Seventh Street	332		
Garfield Street	Seventh Street	Eighth Street	649		
Garfield Street	Eighth Street	Ninth Street	651		
Garfield Street	Ninth Street	55th Street	652		
Garfield Street	57th Street	58th Street	681		
Garfield Street	58th Street	59th Street	645		

Washington Street	Ogden Avenue	Minneola	910	3,513	1,528
Washington Street	Minneola Street	Lansing Street	230		
Washington Street	Lansing Street	AC/PCC Change	120		
Washington Street	AC/PCC Change	Ayres	259		
Washington Street	Ayres Street	North Street	440		
Washington Street	North Street	Hickory Street	446		
Washington Street	Hickory Street	Walnut Street	541		
Washington Street	Walnut Street	Maple Street	567		

Eighth Street	Madison Street	Clay Street	617	2,615	1,138
Eighth Street	Clay Street	Vine Street	315		
Eighth Street	Vine Street	Grant Street	318		
Eighth Street	Grant Street	Lincoln Street	420		
Eighth Street	Lincoln Street	Washington Street	410		
Eighth Street	Washington Street	Garfield Street	535		

Princeton Road	N End	First Street	705	2,356	1025
Princeton Road	First Street	Third Street	653		
Princeton Road	Third Street	Woodside Avenue	738		
Princeton Road	Woodside Avenue	Sixth Street	260		

Vine Street	Hinsdale	Sixth	1,004	21,501	9353
Hillgrove	Oak	County Line	549		
Grant Street	55th	57th	3,975		
Grant Street	North	Chicago	4,662		
Monroe Street	Ogden	North	3,164		
North Street	Vine	Garfield	3,717		
Garfield Street	The Lane	Chicago	4,430		

REQUEST FOR BOARD ACTION

AGENDA EPS Agenda	ORIGINATING
SECTION NUMBER	DEPARTMENT PUBLIC SERVICES
ITEM AWARD –Bid #1575 Street Sweeping	APPROVAL

There is \$40,000 budgeted in Public Services Department funding (account 2202-7301) for the service of street sweeping. Village staff solicited bid packets to 9 street sweeping contractors for this service and received 4 bids for this service on August 29, 2014.

This is a three year contract which is renewed each year. The bidding parameters include items for straight time (daily hourly sweeping), complete town sweep, and Central Business District hourly sweeping which is completed between the hours of 5 a.m. and 7 a.m.

The low bid received was from the Village's current street sweeping contract vendor, DeJana Industries, Inc., with the following totals:

- Year 1 \$33,521.60
- Year 2 \$34,526.10
- Year 3 \$35,563.40

A bid tabulation of the bids received is attached. Public Services staff will utilize services at the bid award per-unit pricing not to exceed \$40,000 and recommends the award of bid #1575 for the service of street sweeping to DeJana Industries, Inc.

DeJana Industries, Inc has been the current vendor for the past four years and has continually provided satisfactory service for the Village.

If Committee concurs with this recommendation, the following motion would be appropriate:

MOTION: To award Bid #1575 for the service of street sweeping to DeJana Industries, Inc. in the year 1 bid estimated amount of \$33,521.60.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
----------	----------	----------	----------	-----------------------

COMMITTEE ACTION:**BOARD ACTION:**

PROJECT NUMBER: 1575
 PROJECT NAME: Street Sweeping
 DATE: 29-Aug-14
 BUDGET: \$40,000
 ACCOUNT: 2202-7301

Name:		Address:		Bid Security:		Illinois Central Sweeping		Hoving		Elgin Sweeping Services	
Dejana Industries, Inc		2130 Oxford Rd.		10% bond		2307 W. 13th Pl.		2351 Powis Rd.		1015 W. Pershing Road	
		Des Plaines, IL 60018		10% check		Blue Island, IL 60406		W. Chicago, IL 60685		Chicago, IL 60609	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Cashier's Check
YEAR 1											
Street sweeping, straight line, Special events	HRS	150	81.76	12,264.00	116	17,400.00	110	16,500.00	130	19,500.00	
Street sweeping, Town Sweep	Per circuit	2	6540.8	13,081.60	7308	14,616.00	6750	13,500.00	8320	16,640.00	
Street sweeping, Central Business District	hours	100	81.76	8,176.00	116	11,600.00	110	11,000.00	130	13,000.00	
EXTENDED TOTAL				33,521.60		43,616.00		41,000.00		49,140.00	
YEAR 2											
Street sweeping, straight line, Special events	HRS	150	84.21	12,631.50	118.32	17,748.00	113	16,950.00	132	19,800.00	
Street sweeping, Town Sweep	Per circuit	2	6736.8	13,473.60	7454.16	14,908.32	6952	13,904.00	8448	16,896.00	
Street sweeping, Central Business District	HRS	100	84.21	8,421.00	118.32	11,832.00	113	11,300.00	132	13,200.00	
EXTENDED TOTAL				34,526.10		44,488.32		42,154.00		49,896.00	
YEAR 3											
Street sweeping, straight line, Special events	HRS	150	86.74	13,011.00	120.68	18,102.00	116.75	17,512.50	134	20,100.00	
Street sweeping, Town Sweep	Per circuit	2	6939.2	13,878.40	7603.24	15,206.48	7161	14,322.00	8576	17,152.00	
Street sweeping, Central Business District	HRS	100	86.74	8,674.00	120.68	12,068.00	116.75	11,675.00	134	13,400.00	
EXTENDED TOTAL				35,563.40		45,376.48		43,509.50		50,652.00	
THREE YEAR EXTENDED TOTAL				102,611.10		133,480.80		126,663.50		149,688.00	

REQUEST FOR BOARD ACTION

AGENDA EPS Agenda SECTION NUMBER	ORIGINATING DEPARTMENT PUBLIC SERVICES
ITEM Bid #1576 Sewer cleaning, televising, and root cutting	APPROVAL

The FY 2014-15 Budget includes \$43,000 funding in Water & Sewer Department operations and maintenance (6102-7399) to contractually complete sewer cleaning, televising, and root cutting of sewers within the Village. Staff solicited Bid#1576 for this service to 12 companies and received 3 bids on August 29, 2014. The low bidder was National Power Rodding Inc., with a comparison bid price of \$46,500. A bid comparison is attached. Quantities for sewer cleaning, televising, and root cutting are estimated and will be adjusted to remain under the budgeted amount of \$43,000.

National Power Rodding Inc. has completed similar work for the Village in the past on a contractual and on-call basis with satisfactory results. Public Services staff would like to recommend to Committee the award of Bid #1576 for the services of sewer cleaning, televising, and root cutting to National Power Rodding, Inc., in the bid comparison amount of \$46,500, not to exceed the budgeted amount of \$43,000. If Committee concurs, the following motion would be appropriate:

MOTION: To approve the award of Bid #1576 to National Power Rodding, Inc., in the comparison bid price of \$46,500, not to exceed the budgeted amount of \$43,000.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
-----------------	-----------------	-----------------	-----------------	-------------------------------

COMMITTEE ACTION:

BOARD ACTION:

1576
Sewer cleaning/television/root cutting
August 29, 2014
43,000
6103-7399

Visu-Sewer of Illinois, LLC
9014 Thomas Ave
Bridgeview IL 60455

Bond 10%

Item No.	Description
1	Hydrojet Cleaning up to 14" diam.
2	Photography of Sewer
3	Root Cutting
	Extended Total

4a)

MEMORANDUM

TO: Chairman LaPlaca and the Environment & Public Services Committee
FROM: Dan Deeter, Village Engineer
DATE: September 8, 2014
RE: 228 Fuller Road – Staff Recommends a Localized Drainage Solution Program Payment

This memorandum informs the Committee of the recommended payment of \$3,375.00 to BnA Management, LLC to improve stormwater management under the Localized Drainage Solutions program.

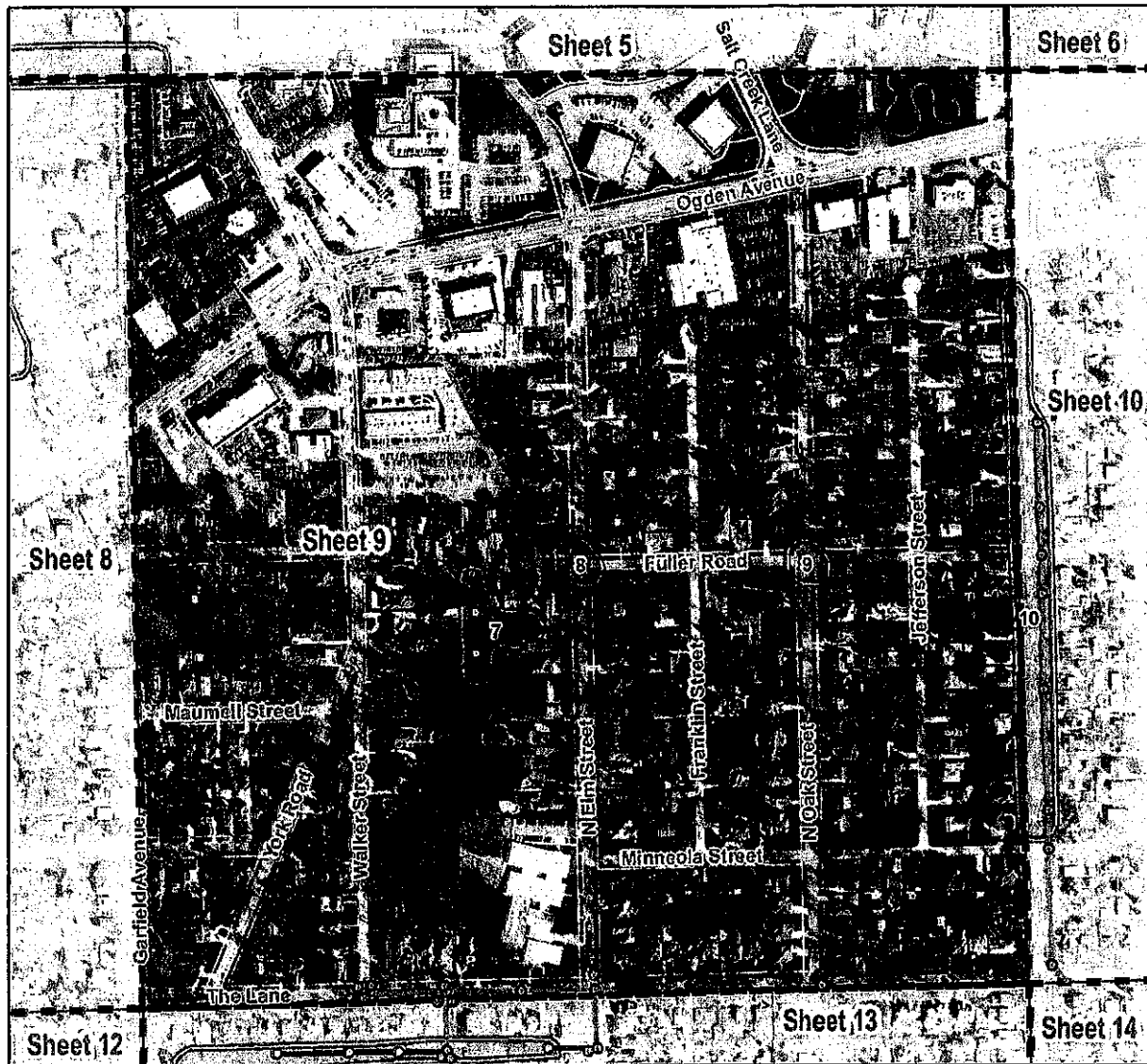
Staff has been working with a BnA Management, LLC concerning the teardown and reconstruction of a single family home on 228 Fuller Road for several years. As part of this re-development, BnA Management agreed to construct a storm sewer pipe from the back yard to the Fuller Road storm sewer to reduce back yard flooding. The 2008 Village of Hinsdale Stormwater Master Plan identifies this area as Localized Flooding Area #7. With an estimate that the storm sewer installation would be less than \$20,000 total, the Village Manager in 2012, Mr. Dave Cook, approved the use of Village funds to pay 20% of the cost of this storm sewer under the Localized Drainage Solutions program. BnA Management, LLC has since completed the storm sewer construction and will be providing staff an itemized accounting of the storm sewer which they currently estimate as costing \$16,875.00. The Village's 20% portion is \$3,375.00. There is currently \$40,000 in the Village budget for Localized Drainage Solutions.

cc: Kathleen A. Gargano, Village Manager

2.0 Sheet 9

Village of Hinsdale

Flooding Problem Areas
Village Sewer Atlas Sheet 9

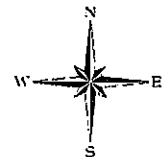


Legend

- | | |
|------------------------------|----------------------------|
| ■ Proposed Ditch Cleaning | — Proposed Sewer (Private) |
| ○ Proposed Inlet (Private) | — Proposed Sewer (Village) |
| ○ Proposed Inlet (Village) | ▭ Identified Problem Areas |
| ○ Proposed Manhole (Private) | |
| ○ Proposed Manhole (Village) | |

0 125 250 500

Feet



Larger Details are Shown for:
None



46

Village of Hinsdale**Memorandum**

To: Chairman LaPlaca and the EPS Committee

From: Suzanne Ostrovsky, Management Analyst
George Franco, Director of Public Services

Date: September 4, 2014

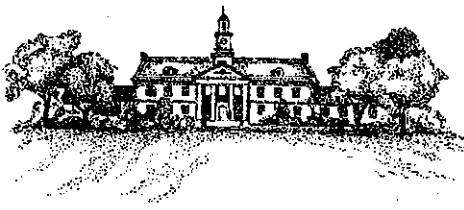
Subject: Memorial Building ADA Upgrades – Grant Opportunity

Attached please find a Letter of Intent submitted on August 29, 2014 related to 2015 DuPage County Community Development Block Grant/Emergency Solutions Grant ("CDBG/ESG") program funding. The Village recently discovered that up to \$50,000 in funding may be available to assist in completing the lower-level Americans with Disabilities Act ("ADA") upgrades specified in the 2014-2015 Capital Improvement Plan ("CIP").

The scope of the original ADA upgrade project, budgeted at \$45,000, is demonstrated by the attached page from the 2014-2015 CIP. The project includes upgraded, ADA-compliant bathrooms, an ADA-compliant ramp, and internal upgrades to the elevators, such as moving the emergency phone system and adding a rail.

The CDBG program requires a 50% match from the municipality; therefore, in order to maximize the Village's potential benefit under the CDBG program and provide the best possible outcome for residents, Public Services respectfully requests that the EPS Committee allow an expansion of the scope of work for the project. Discussions with Michael Meissner, the architect selected for design of the project, indicate that it may be necessary to move the walls of the restrooms, as well as the doors of Community Services, in order to meet ADA ramp requirements. Please see the attached photos for details. Mr. Meissner assures the Village that he will be able to complete the design and estimate for the project in time to meet the CDBG application deadline. Until plans are complete, the Village will not have an estimated cost for the project; however, the cost is projected to increase to approximately \$100,000.

In addition to the expanded scope of work, the timeline for the project would need to be adjusted if the Village is awarded CDBG funding. The 2014-2015 CIP projected that the ADA upgrade work would be completed in late 2014. CDBG funding would become available in May 2015, and the Village would have a full calendar year to complete the work. Therefore, the budgeted project would be moved forward to FY 2015-2016.



Village of Hinsdale

Memorandum

The recently-submitted Letter of Intent (attached) is in no way binding, and the Village can respectfully alert the County of its intent to withdraw if necessary. If EPS indicates that the Village should pursue funding, application materials will be due to DuPage County on October 1, 2014. The application form is attached for your information. Steps must be taken in advance to prepare the application, the schedule of which is as follows:

- Monday, September 8, 2014: EPS Committee discussion.
- Thursday, September 11, 2014: Public notice posted in Hinsdalean announcing a required public hearing on the CDBG application. Notice must be published for a minimum of two weeks prior to the public hearing date. (Requirements described in the attached.)
- Tuesday, September 16, 2014: Approval of Board Resolution (sample attached) at regularly-scheduled Village Board of Trustees meeting.
- Friday, September 26, 2014: Public hearing in Village offices to field comments or questions related to the CDBG program and application. Attendance of a Trustee may be required; Village will contact County to clarify. (Due to compressed timeline, this cannot be included as part of a regularly-scheduled Board of Trustees meeting.)
- Wednesday, October 1, 2014: CDBG application materials due to DuPage County.

Initial feedback from the County has been very positive, which indicates that the Village is likely to receive funding if an application is submitted. However, if the Village is not awarded CDBG funding, the project may be delayed until the next grant cycle, or the Village may go forward with the project at its original scope.

The Village has a rare opportunity to leverage available public dollars to accomplish a much-needed, scheduled upgrade. Therefore, the Village respectfully requests EPS permission to go forward with the CDBG application process.

FIVE-YEAR DEPARTMENTAL CAPITAL ADDITIONS/CHANGES

Department: Public Services

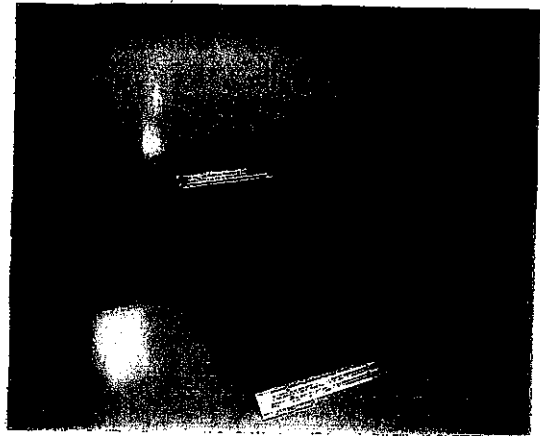
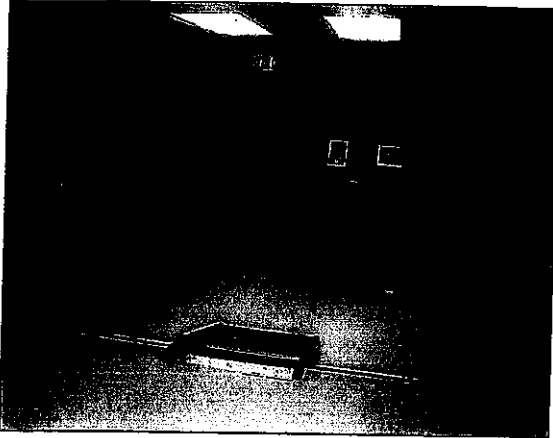
Program: 2204 - Building Maintenance

Fiscal Year: 2014-15

Item: Memorial Building ADA Upgrades

Amount: \$45,000

Justification: The Memorial Building is located at 19 East Chicago Avenue. The building includes the Village Hall and Community Services. There were a number of Americans with Disabilities Act compliance issues noted by IRMA during the Village's recent hazard survey. Improvements include installation of new ramps, handrails, and concrete repairs.



Department: Public Services

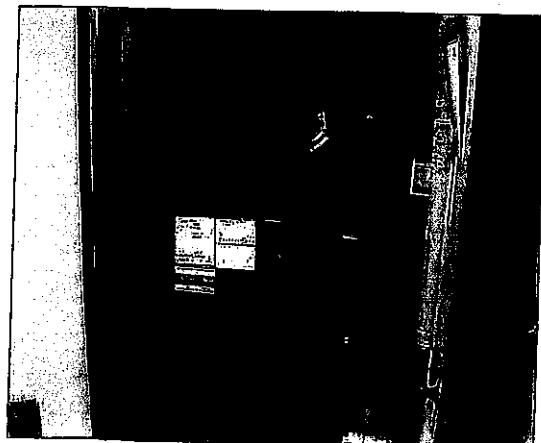
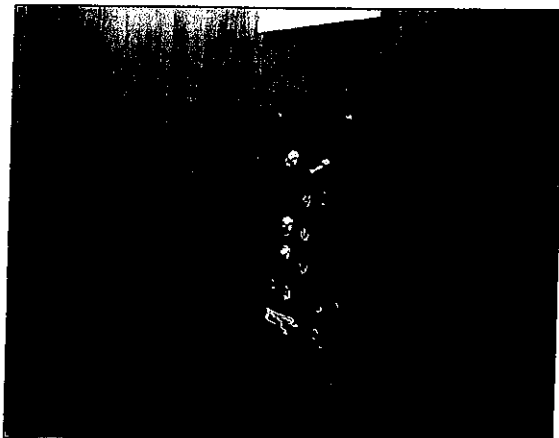
Program: 2204 - Building Maintenance

Fiscal Year: 2014-15

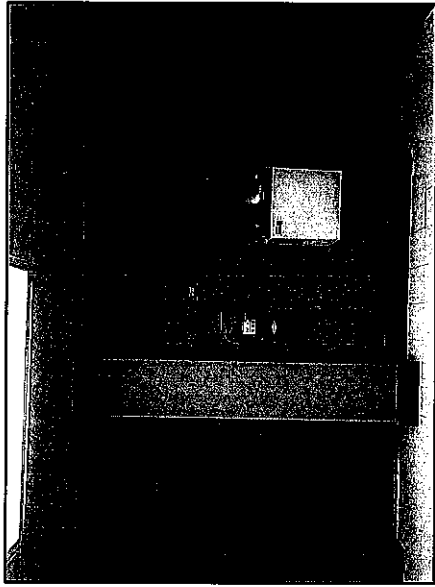
Item: Memorial Building Elevator Updates

Amount: \$75,500

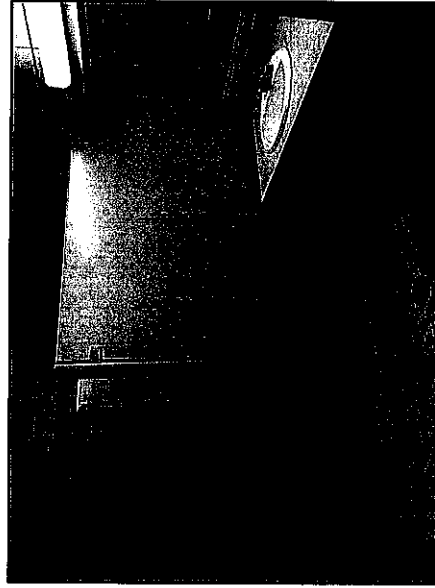
Justification: The Memorial Building is located at 19 East Chicago Avenue. The building includes the Village Hall and Community Services. The elevator in Memorial Hall needs to be upgraded to comply with Illinois Fire Marshall code. This project shall consist of removing and replacing the 48 year old elevator oil pump with a new power unit. Replacement of the elevator car will also be required due to mechanical/reliability issues as a result of age of the unit.



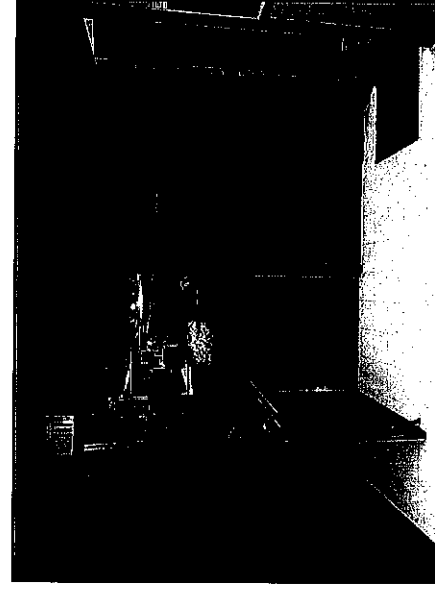
Images of Lower Level of Memorial Hall, Hinsdale, IL



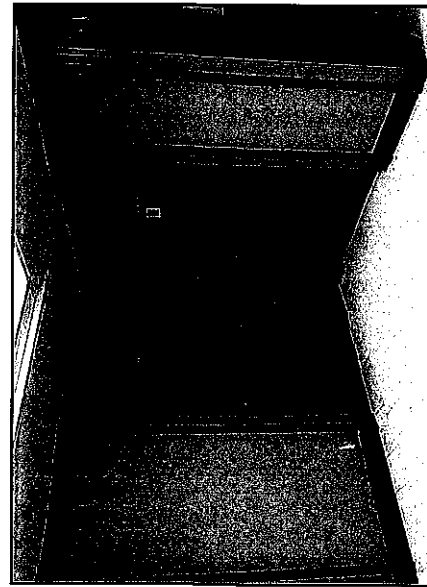
Entrance to Lower-Level Restrooms



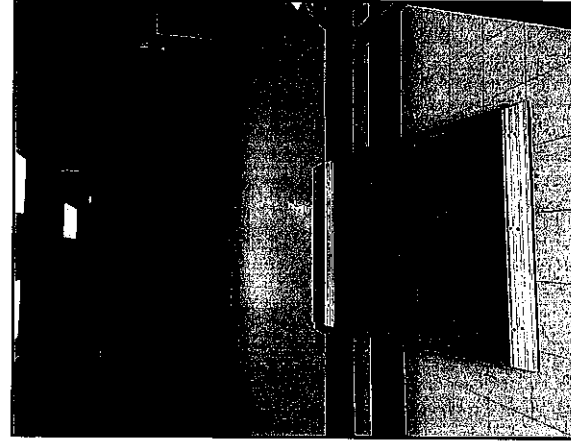
Existing Women's Restroom



Entrance to Community Services



Lower-Level Mechanical & Storage Rooms



Existing Temporary Ramp



View from Community Services
Toward Restrooms

LETTER OF INTENT
2015 DuPage County CDBG/ESG
(Non-Profit Agencies/Municipalities/Townships)

Agency: Village of Hinsdale

Project Name: Memorial Building ADA Upgrades

Project Type (Check One)

- ☐ Neighborhood Infrastructure and Facilities
- ☒ Accessibility Improvements
- ☐ Non-Profit Capital
- ☐ Public Service (NRC or Housing & Homeless Only)
- ☐ Planning Studies

Amount Requested: \$50,000

Total Project Cost: \$115,500

Contact Person: Kathleen Gargano

Phone: 630-789-7013

Contact E-mail: kgargano@villageofhinsdale.org

Brief Project Description including the Service Area:

This project will provide ADA improvements to the Memorial Building which is located at 19 E. Chicago Avenue in Hinsdale, Illinois. The building includes the Village Hall, HCS Family Services, Hinsdale Public Library and the Hinsdale American Legion Post 1434. Upgrades include ADA improvements to the elevator, restrooms (located in basement) and the installation of a new ADA ramp and handrails. All upgrades will primarily benefit persons accessing the Food Pantry at HCS Family Services.

☒ I have reviewed the "2015 CDBG/ESG Important Information"

Signature: 

Title: Village Manager

Due Friday, August 29, 2014 by 4:30 p.m. (via fax, e-mail, or mail)

Fax to: (630) 407-6601
Email to: communitydev@dupageco.org
Mail to: Community Development Commission
421 N. County Farm Road Room 3-100
Wheaton, IL 60187

2015 APPLICATION FORM

Rev 08-13-14

DuPage County Neighborhood Investment, Community-Wide Benefit, Accessibility Improvements, and Planning Projects

This application form is for proposals for Neighborhood Investment, Community-Wide Benefit, Accessibility Improvements, and Planning Projects as identified by the DuPage Community Development Commission (CDC). This application must be accompanied by adequate support documentation. You are limited to two (2) project requests. You must prioritize projects requested. The maximum request for Accessibility Improvement projects is \$50,000. The maximum request for other Neighborhood Investment projects is \$400,000. **NOTE: Any municipality currently undertaking a CDBG funded project must meet the required completion thresholds prior to the 2015 application deadline or they may not apply for funding, subject to appeal to the CDC Executive Committee.**

INFORMATION ABOUT THE APPLICANT AND THE APPLICATION

Applicant: _____
Name of Project: _____
Project Priority: _____
Contact Person: _____ **Title:** _____
Address : _____
City: _____ **State:** _____ **Zip code + 4:** _____ + _____
Telephone/Ext: _____ **Fax:** _____
E-mail Address: _____
DUNS #: _____ **FEIN:** _____ **CAGE Code:** _____

Type of Project:

- ☐ Accessibility Improvements for People with Disabilities ☐ Neighborhood Infrastructure & Facilities
☐ Planning Studies ☐ Community-Wide Benefits

Location of Project: Census Tract: _____ Block Group: _____

Total Project Cost of Activities Funded (in whole or in part) by this Application: \$ _____

Total of CDBG Funding Requested to Support These Activities: \$ _____

Project Abstract: In the space below, briefly describe the activity for which you are requesting funds in this application.

Certification: The undersigned certifies that to the best of his or her knowledge and belief, data in this application and its attachments are true and correct, the document has been duly authorized by the governing body of the organization, and the organization will comply with all regulations and guidelines applicable to DuPage County's Community Development Block Grant and/or Emergency Solutions Grant program, as applicable.

Person Authorized to Sign Application and Agreement (if funded):

Printed Name: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

PART 1: MINIMUM REQUIREMENTS

- 1.1 **Governing Body Authorization:** A resolution that this application was authorized by your governing body as well as authorization to sign an Agreement if funding is granted is included as Attachment _____ on Page _____.
- 1.2 **Public Hearing:** In the space below, briefly describe methods used to solicit stakeholder input into the planning process for this application. List the date of public hearing.

1.2 Documentation: The public hearing notice and minutes are in Attachment _____ on Page _____

- 1.3 **Capacity:** Briefly describe the capacity of your organization to carry out the proposed activities.

- 1.4 **Fair Housing Action Plan:** A fair housing action plan is a necessary prerequisite to apply for CDBG funding.
- a. Fair Housing Action Plan: is included in Attachment _____ on Page _____
- b. Zoning Ordinance Compliance: Local policy requires that in order to receive funding a municipality must have a zoning ordinance that is consistent with the amended Civil Rights Act of 1988. These zoning amendments will address the issues of group homes and the definitions of family.
An attorney's letter of opinion regarding consistency is in Attachment _____ on Page _____

- 1.5 **Location Map:** Identify both the exact location of the proposed project and the service area of the proposed project.

1.6 Documentation: This map is included in Attachment _____ on Page _____

1.6 **Audit:**

- a. A copy of the most recently completed audited financial statement with management letters must be attached. Please submit a complete copy with no missing pages. If the management letter or audited notes state weaknesses or deficiencies, you must also submit a copy of your agency's Management Response letter that addresses each of the auditor's noted concerns. Total of two (2) copies are required per application packet, do not have to include with all 5 copies of the application.
- b. Agencies receiving \$500,000 in federal funds must attach a copy of their last Single Audit.

1.6 Documentation: The Audit is included in Attachment _____ on Page _____

- 1.7 **Budget:** In the table below, provide information about the total project cost including information on each proposed activity (e.g., sewer, water, streets, landscaping, accessibility, planning, engineering costs, design fees, etc.) Each activity should be a separate line item in the budget. **Please note that CDBG funds can only fund actual construction costs. Attach additional supporting information as necessary.**

BUDGET SUMMARY						
Type of Activity	IDIS Matrix Code	Amount of Non-CDBG Funding	Source of Non-CDBG Funding *	Commitment Date of Non-CDBG Funding	Amount of CDBG Funding	Total Cost of Activity
Flood Drainage Improvements	03I					
Water/Sewer Improvements	03J					
Street Improvements	03K					
Sidewalks	03L					
Tree Planting	03N					
Planning	20					
Senior Centers	03A					
Youth Centers	03D					
Neighborhood Facilities	03E					
Parks, Recreational Facilities	03F					
Other Public Facilities/ Improvements (Specify)						
Handicapped Centers	03B					
Homeless Facilities (not operating costs)	03C					
Child Care Centers	03M					
Health Facilities	03P					
Facilities for Abused and Neglected Children	03Q					
Other:						
Other: Engineering						
Other: Design Fees						
TOTAL PROJECT COSTS						

* If a special assessment is used, explain why and attach a resolution certifying that no other source of funding is available for use on this project. Explain the timing and availability of these funds.

PART 2: MEETING NATIONAL OBJECTIVES

For the service area identified in Item 1.5, identify the total number of persons benefited, by income range and the % of low-mod persons benefited by income range.

NOTE:

- If service area is less than 35.83% low-moderate income **STOP** – this project is not eligible.
- If service area is 35.83% or more low-moderate income, but is not primarily residential – **STOP** – this project is not eligible.

2.1 Benefit to Low-Income Persons

Income Range	Number of Persons Benefited	% of Persons Benefited
0-50% of MFI*		
51-80% of MFI*		
81% + of MFI*		
TOTAL:		

*MFI = Median Family Income.

Please indicate the source of the income information:

- ☐ Income Survey conducted by Applicant
☐ Census Data

Identify Census Tract(s) and Block Group(s) of the service area identified in Item 1.5

Census Tract _____ Block Group _____
Census Tract _____ Block Group _____
Census Tract _____ Block Group _____

2.1 Documentation: The source of the above information is in Attachment _____ on Page _____

2.2 Eliminating Conditions of Slums and Blight

Indicate, in the boxes below, all that apply to the target area: Attach supporting documentation.

- ☐ Residential Area
☐ Nonresidential Area
☐ Area has been designated as blighted per State requirements
☐ Area has not been designated as blighted per State requirements
☐ Area is considered as blighted ____ percentage of structures are considered dilapidated or deteriorating

Describe the conditions of slums and blight.

2.3 Urgent Community Development Needs: Describe the urgent community development needs.

--

PART 3: PROJECT IMPACT

3.1 Consolidated Plan Priority Rating

Refer to Selection Criteria. Enter the Priority Need Level that applies to the project.

Priority Community Development Need	Priority Need Level

3.2 Neighborhood Infrastructure and Facilities

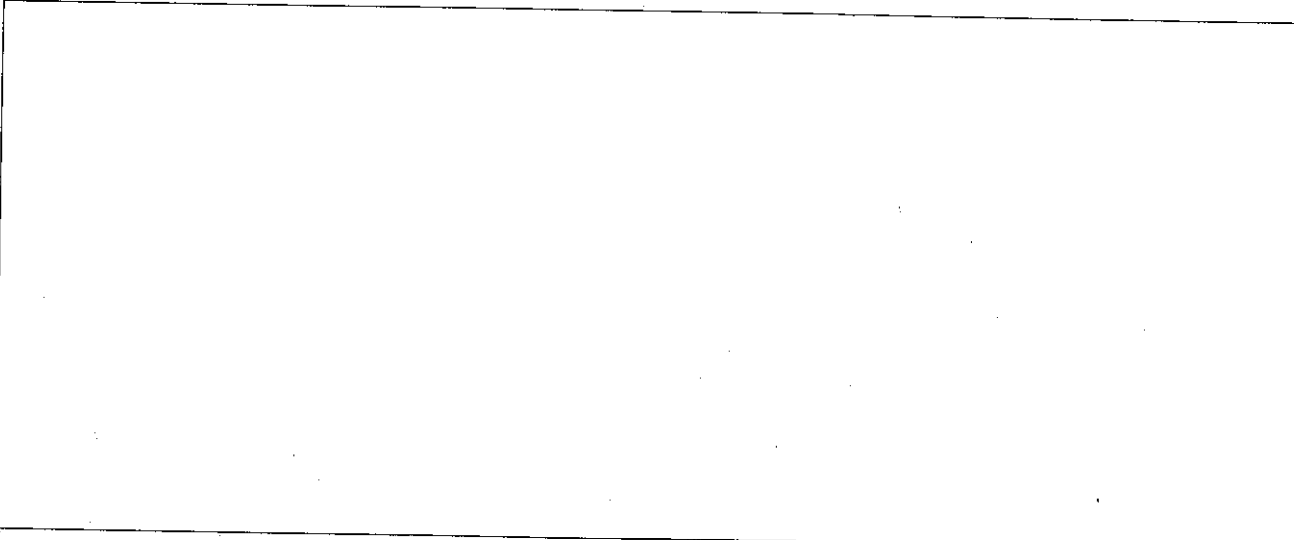
This category includes activities that fall into four types. These types are: (a) flood management; (b) water and sanitary sewer; (c) open space and recreation; and (d) streets, sidewalks, street lighting, and other miscellaneous neighborhood facilities. Please provide information on activities appropriate to your project. Please provide photos documenting existing conditions and severity level.

a. Flood Management

Please indicate the condition of flooding in the target area. One or more boxes can be checked. Attach supporting documentation and photos.

- ☐ Project has been denied for county storm water funding.
- ☐ A substantial number of dwelling units are flooded on a regular basis and flooding is inside the house.
- ☐ A substantial number of dwelling units experience flooding in their yards and streets, with minor basement seepage.
- ☐ Residential properties are affected by flooding, but the number is not substantial.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.



b. Water and Sanitary Sewer

Please indicate the condition of waters and sewers in the target area. Attach supporting documentation and photos.

- ☐ A health or safety hazard exists affecting a substantial number of households.
- ☐ A health or safety hazard exists, but does not affect a substantial number of households.
- ☐ There is a need for water and/or sanitary sewer, but health or safety hazard has not been demonstrated.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

c. Open Space and Recreation

Please check the box that best describes the proposed activity. Attach support documentation as needed.

- ☐ Project is in a high density area where there are no other facilities within a reasonable walk of the neighborhood.
- ☐ Project will be located in an area where there are no other facilities within a reasonable walk of the neighborhood.

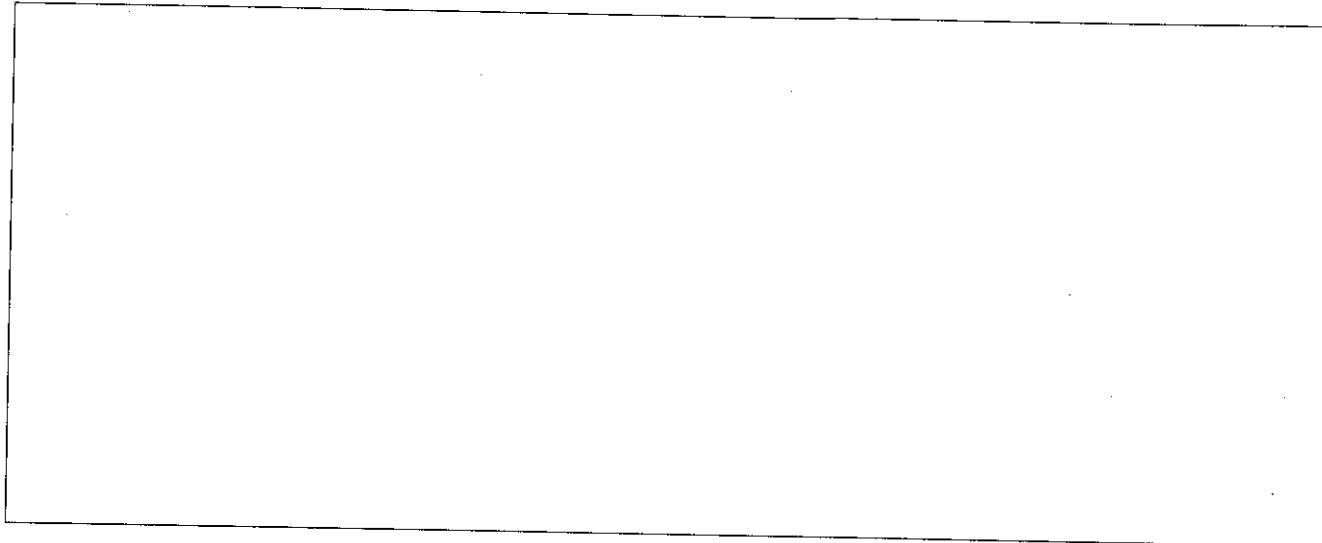
Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications

d. Street Improvements, Sidewalks, Street Lighting, and Other Miscellaneous Neighborhood Facilities

Please check the box that best describes the proposed activity. Attach support documentation and photos.

- ☐ Current facilities, or lack thereof, significantly contributes to a neighborhood safety hazard.
- ☐ There is a need for facilities, but a health or safety hazard has not been demonstrated.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.



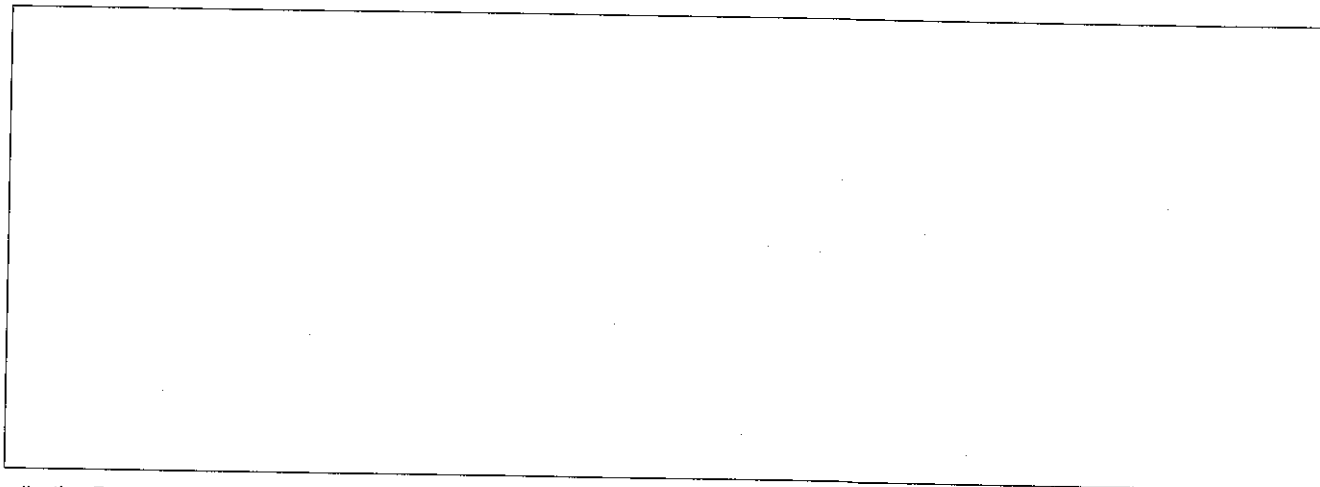
3.3 **Accessibility Improvements for People with Disabilities (Maximum funding available \$50,000)**

This category includes activities that will improve accessibility for people with disabilities through capital improvements to public or private facilities or structures. Activities in this category must be for the removal of architectural barriers. Such activities are limited only to: automatic doors, elevators and lifts, ADA ramps, and ADA bathroom improvements.

Please check the box that best describes the proposed activity. Attach support documentation as needed, and photos.

- ☐ Improvement to a public facility that provides specific services to groups that would be expected to have a high percentage of persons with disabilities.
- ☐ Improvement to a public facility that would not be expected to have a higher than average use by persons with disabilities.
- ☐ Improvement to a private facility.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.



3.4 Community-Wide Benefit Activities

This category includes activities that fall into two types. These types are: (a) community-wide facilities, and (b) economic development.

a. Community-Wide Facility

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

a. Community-Wide Facility (continued)

Explain why the facility is not feasible as a need cluster activity because of its low priority and/or because of unavailability of funding in the need clusters.

b. Economic Development

Describe the current problems, estimate the number of persons that will benefit, and summarize the project design. Economic Development projects must create or retain jobs that are primarily held by low or moderate income persons.

3.5 Planning Studies

The role of a planning study is to implement the other objectives of the CDBG program. Please indicate below the type of plan to be done.

- ☐ Affordable housing plan
- ☐ Multi-jurisdictional land use, growth management, and development control activities plan

Describe the proposed planning study and summarize the project design.

3.6 Other CDBG Objectives

a. Benefit to Minorities: Describe benefit to minority populations in the table below.

	Ethnicity: Hispanic / Latino		Ethnicity: Non-Hispanic / Latino	
	# of Persons Benefited	% of Persons Benefited	# of Persons Benefited	% of Persons Benefited
Race: Mono-racial				
White				
Black / African American				
Asian				
American Indian / Alaskan Native				
Native Hawaiian / Other Pacific Islander				
Race: Bi-racial and Multi-racial				
Asian and White				
Black / African American and White				
American Indian/ Alaska native and Black / African American				
Other Multi-racial				
TOTALS:				

3.6a Documentation: The source of the above information is in Attachment _____ on Page _____

b. Benefit for crime prevention/reduction

Describe any direct emphasis the project will have on crime prevention.

3.6b Documentation: The source of the above information is in Attachment _____ on Page _____

c. Benefit for historic/environmental protection/energy conservation

Describe any direct emphasis the project will have on these items.

3.6c Documentation: The source of the above information is in Attachment _____ on Page _____

- d. Leveraging of funds (See explanation page 6 of Project Ranking Criteria)
- e. Distribution Equity Adjustment for Municipal Projects (See explanation page 7 of Project Ranking Criteria)

PART 4: PROJECT READINESS

- 4.1 **Description of Readiness:** Describe how much planning work has been completed at the time of application, what work will be completed by the time agreement is executed, and what obstacles could remain in the way of completing each activity within one year

Provide a schedule of activities for the project. For activities already completed, show the actual completion date and submit documentation.

Activity	Completion Date
Project team established	
Site control	
• Property acquired	
• Option acquired	
• All easements acquired	
• Other	
Other project authorization	
• Approval of Special Service Area	
• Facilities Planning Area (FPA) approval	
• Property annexation complete	
• Other	
Completion of preliminary engineering, or project design	
Completion of final engineering, or project design	
Advertise for bids	

Award of contracts	
Start of project	
Substantial project completion	
50% of Funds Expended	
100% of Funds Expended	

1. Describe the project team. Who will be responsible for each project component?

2. Explain any site control issues and provide necessary documentation

3. Explain any authorization issues and provide necessary documentation.

PART 5: FAIR HOUSING

If any actions regarding Fair Housing have taken place in the past 12 months, please detail. Refer to Selection Criteria.

FY2015 PUBLIC HEARINGS

Proof of a public hearing is a requirement of the CDBG/ESG process. A public hearing is a public meeting that has been published in a local newspaper of general circulation. A notice of public hearing must be published in a local newspaper at least 10 calendar days (not counting the day of publication) before the hearing is to be held - *a copy of this notice and minutes from the meeting must accompany the application for funding.*

In order to reduce the cost, it is to your benefit to join together and hold cluster-appropriate meetings. You **MUST** be present at the meeting in order to be eligible to apply for the grant.

HOUSING AND HOMELESS CLUSTER:

The meeting will be held on **Friday, September 19, 2014, at 10:00 am** at Serenity House's main campus at 891 S. Rohlwing Road, Addison. Agencies that plan to attend will need to provide the appropriate information to Lisa Snipes at serenity@serenityhouse.com by 5:00 pm on Thursday, September 4, 2014.

FAMILIES IN CRISIS, ELDERLY, AND PEOPLE WITH DISABILITIES CLUSTERS:

Due to reduction in DuPage County's overall CDBG allocation, Public Service funding for these three clusters has been eliminated and these agencies may only apply for Capital projects. Each agency interested in submitting a Capital project request should hold their own meeting or join together with other applicants in their cluster.

NEIGHBORHOOD RESOURCE CENTER CLUSTER & NEIGHBORHOOD INVESTMENT, COMMUNITY WIDE BENEFIT, ACCESSIBILITY IMPROVEMENTS AND PLANNING PROJECTS CLUSTER:

Projects for these clusters are focused on target geographical areas; therefore each agency / municipality / township has traditionally held their own public hearing.

If you would like to see a sample copy of the meeting publication notice or require any other technical assistance regarding holding this meeting, please contact CDC. The notice should include a blurb of the proposed project.

BLURB EXAMPLES

- **[Agency Name]** - **\$(Amount)** **[requested CDBG amount]** to provide essential services to homeless families and families at risk of homelessness, focusing primarily on achieving economic self-sufficiency.
- **[Agency Name]** - **\$(Amount)** **[requested CDBG amount]** to provide partial funding for capital improvements (brief description of project).

**BOARD RESOLUTION FOR
2014 CDBG/ESG APPLICATION
FOR HCS FAMILY SERVICES**

September 27, 2013

Authorization from the HCS Family Services Board of Directors to submit an application for 2014 CDBG/ESG funds and if funded to execute the agreement and abide by its terms

Brought before the Board of Directors of HCS Family Services, at the board of directors meeting on September 30, 2013.

The Board of Directors authorizes HCS Family Services to submit a grant application to the DuPage County Community Services Department for the 2014 CDBG/ESG funds for \$33,000 for the Homeless Assistance and Preventative Support to provide funding for partial salary and benefits for staff providing essential services to homeless persons and persons facing homelessness.>

Should this grant application be funded, the Board of Directors authorizes Albert Sunseri, Executive Director of HCS Family Services to sign (all documents related to this grant) the grant agreement and abide by its terms.

Signature of Board Official

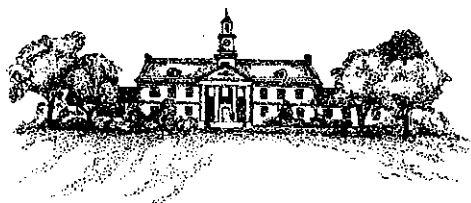
Title

Date

Attested

Title

4c).



Village of Hinsdale

Memorandum

To: Chairman LaPlaca and the EPS Committee

From: Suzanne Ostrovsky, Management Analyst
Dan Deeter, Village Engineer

Date: September 4, 2014

Subject: Rain Event Summaries

As you are aware, the Village receives flooding data and complaints from various sources, including concerned residents, each time the Village experiences a significant rain event. This data is received by a number of Village departments, including Engineering, Public Services and Police. In order to closely track both the frequency of flooding issues and the Village response, staff has created a shared, centralized clearinghouse for this data. An example from the August 21-22, 2014 rain event is attached. (This report was previously provided to the Board of Trustees.)

By tracking weather-related issues in this way, staff hopes to be able to more effectively evaluate the Village's progress in addressing ongoing issues through the Village's Capital Improvement Plan. In addition, the Village hopes to improve response times and resident satisfaction.

In an effort to improve reporting and accountability, Staff welcomes comments from the EPS Committee on the report provided.

Drainage Issues - Rain Event of August 21-22, 2014
Village of Hinsdale

Repeat	Address	Direction	Street / Intersection	Resident	Date Received	Received By	Flood Location	Complaint & Village Response	Phone/ Letter Contact
	22	West	57th Street	Shirkant Deshpande	08/22/14	Eng	Yard & basement	Yard and basement flooded	
R	22	West	57th Street		08/22/14	Eng	Basement	Damage basement flooding. River/stream through yard. 2nd call.	
	302	West	57th Street	Taylor Bennett	08/22/14	Eng	Yard	Backs up to Manors; water in backyard	
	203	North	Adams	Pete Gerose	08/22/14	Eng	Street	Adams and Walnut - storm drains slow. Walnut sidewalk accumulates water	
	30	West	Birchwood Avenue	Lisa Brennen	08/22/14	Eng	Street	Street is flooded. Water is high. Curt visited and discussed.	
	400	East	Block of Chicago Ave.			Police	Street		
	400	North	Block of County Line			Police	Street	Flooded but passable.	
	418	South	Bruner Street	Michael Rivera	08/22/14	Eng	Alley	Damage to alley from rain. Passed to PS	
	18		Charleston Rd.	Carol Fitzgerald		PS	Street	Catch basin has accumulated debris. Cleaned catch basin & debris on driveway.	
	855		Cleveland Road	Linda Davis	08/22/14	Eng	Basement	Basement flooding; never happened before	
	622	North	Elm Street	Karen Sugay	08/22/14	Eng	Street	Flooding at Fuller and Elm Street.	
	5510	South	Elm Street	Marvin Wogrovic	08/22/14	Eng	Garage	Water in garage from 219 Elmwood Place construction. Building Department	
	435	East	Fourth Street	John Scales	08/22/14	Eng	Garage	4" of water again on our garage doors from Fourth Street	
	216	North	Garfield	Larry Emmons	08/22/14	Eng	Alley	Alley - can we put down larger rock? Passed to PS	
	725	South	Garfield	Cleveland Ave	08/22/14	Eng	Yard	Backyard flooding. Curtis visited	
	827	South	Lincoln	Jim Owens	08/22/14	Eng	Basement	Basement flooding for neighbors.	
	19	North	Madison	Chris Ricken	08/22/14	Eng	Basement	New construction, north of lot, flooded basements. 422 Maple Street. Curtis inspected 8/25/14	
	431	North	Madison	Al Hamood	08/22/14	Eng	Street	Water at low part of N. Madison blocking road.	
	439	North	Madison	Jackie Krug		PS	Street	Debris accumulation on driveway & sidewalk from street flooding. Driveway & sidewalk were cleaned.	
	941	South	Madison	Stephanie Batagila	08/22/14	Eng	Basement	New construction behind 938 Almen, water in basement, sump pump couldn't keep up	
			Madison/Morris			Police	Street	Impassable.	
			McKinley Road	Carol McCarthy	08/22/14	Eng	Street	Adjacent property built a 4' higher "butte".	
			Mineola/Franklin			Police	Street	Impassable.	
	716	South	Monroe Street	Jill MacKay	08/25/14	Eng	Yard	Weekend flooding, neighbor has downspout at property line	
	908	South	Monroe Street	Mike	08/22/14	Eng	Basement	Lived there three years, water in basement.	
	438	East	Nineth Street	Chris Marnell	08/22/14	Eng	Basement	Sewer water in basement.	
	5599	South	Oak Street	Jerry Short	08/22/14	Eng	Yard & basement	Yard flooded and 9 feet of water in basement. Through window well. Has storm sewer.	
			Oak/Ravine			Police	Street	Impassable.	
			Oak/Ravine			Police	Street	Impassable - 8-12" of water on road. (Same as above.)	
	920		Oakwood Terrace	Leon Shen & Minli Wang	08/22/14	Eng	Basement	Run off from neighbors: 841 and 831 Washington landscaping, 916 Oakwood Terrace, (825 10 years). Curt visited twice.	
	920		Oakwood Terrace	Minli Wang	08/22/14	Eng	Basement	Issues with neighbor at 841 Washington. Curtis stopped by twice. (Same as above.)	
	920		Oakwood Terrace	Minli Wang	08/25/14	Eng	Basement	Why hasn't this all been resolved? Curt stopped by and gave update, solution requires long term coordination between property owners since it is entirely on private property. (Same as above.)	
	5622	South	Park	Stephanie Camiato	08/22/14	Eng	Yard	Construction has filled w/water, overflowing onto lot. Passed to Bldg.	
R	5610	South	Park Street	Vincent Staniski's	08/28/14	Eng	Basement	Basement flooded from overland flow in 8/22/14 storm.	8/29/2014
	116		Princeton Road	David Machlow		Eng	Yard	More backyard ponding (he blames the new property uphill at 125 Hillcrest). Meeting scheduled for 8/22/14. Rescheduled for 8/25/14. 8/25/14: DMD visited site and met with resident. Reviewed DuPage County and Village requirements implemented with 125 Hillcrest Dr. development. 125 Hillcrest met all requirements. Told resident that it is Village policy that removing stormwater from private property, i.e. backyard, is the resident's cost. There is an inlet on Princeton in front of the home he can connect to. (Previous meeting with a neighbor, Mr. Dick Reck on Hillcrest. Mr. Reck said that 116 Princeton has always flooded - even before the development of 125 Hillcrest. During my conversation with Mr. Machlow, I asked him if he had flooding before. He said two or three times in the past 17 years.)	8/25/2014
	828	South	Princeton/47th	Jim Slonoff	08/22/14	Police	Street		
			Quincy		Eng		Garage	Near Melin Park. Water accumulating, then backs into lower garage. Neighbors running drain tiles into park. Lived there 25 years.	
	405	East	Seventh Street	Erin	08/26/14	Eng		Basement flooded from overland flow of water standing at the low point of the 600-block of S. Oak.	
	319	East	Sixth St.		08/22/14	Eng	Yard	Flooded backyard	
	40		Spring Lake et. al.			Police	Street	57th west of Childs and flooding out Claymoor; 5600 S Block of County Line; Princeton between Chicago and 1st.	
	40		Springlake	Richard Bower	08/22/14	Eng	Street	Road flooded due to clogged inlet, back pitched driveway did not receive water and pipe may be clogged. Inlets in front of Dennis Parson, 28 Spring Lake Ave.	
	621	South	Stough Street	Sultana Tsokolas	08/25/14	Eng			
	741	South	Stough Street	Gabriel Givonovich	08/22/14	Eng	Basement	Water in house. "Sewers at end of streets cant handle it."	
R	620	South	Thurlow St.	Brett Miller	08/22/14	Eng	Yard & garage	Back yard flooded sufficiently to flood garage. 8/22/14: Curt visited site and talked with resident re: improving drainage on property.	8/22/2014
	936	South	Thurlow St.	Claire Mei	08/22/14	Eng	Basement	Basement flooding. Curt visited 8/25/14	
	940	South	Vine	Ann Vaughan	08/22/14	Eng	Yard	948 and 940 S. Vine, backyard flooding. Passed PS	

Drainage Issues - Rain Event of August 21-22, 2014
Village of Hinsdale

Repeat	Address	Direction	Street / Intersection	Resident	Date Received	Received By	Flood Location	Complaint & Village Response	Phone/ Letter Contact
	236	North	Vine Street	Kevin Cain	08/25/14	Eng	Yard	Finance Commission, issue w/neighbor re: drainage. 226 N. Vine; large house, built 1992, took most of lot elevated patio, rebuilt twice (recent). Returned call, dramatically more water the length of house, pipe extending out of patio and driveway into yard. How it used to be? How is it now? What's causing the problem?	
	820	South	Washington St.	Mrs. Martinsen	08/22/14	Eng	Yard	Backyard flooded (low point of block).	
			West end Highland Depot lot			Police	Street	Potential water main break. Water running down sidewalk.	
	806		Wilson Lane	Robyn Menna Strausser	08/25/14	Eng	Yard	Back corner is like a swamp	
	181	SD			08/22/14	Eng	Alley	Storm sewer HMS - north alley. Water bailing out of pavement, blocked storm sewer street flooding. Passed to PS	
					08/25/14	Eng	Basement	Basement flooding, recommended how to channelize flows - neighbors drain	
				Molly Pierce	08/25/14	Eng	Basement	New home being built. Draining water into basement.	

17	House / Basement
3	Garage
10	Yard
16	Street
3	Alley
2	Unidentified
51	TOTAL