

AGENDA

RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

7:00 p.m.

September 23, 2013

Roll Call

1. Resolution Authorizing the Disposal of Personal Property Owned by the Village of Park Forest (GMC Suburban)
2. Resolution Authorizing the Disposal of Personal Property Owned by the Village of Park Forest (Ambulance)
3. Resolution Awarding a Contract for Demolition of Six Vacant, Blighted Residential Structures and Authorizing the Village Manager to Execute the Contract

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall and on the Village website
www.villageofparkforest.com

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708)748-1129 or via e-mail at sblack@vopf.com. Every effort will be made to allow for meeting participation.

AGENDA BRIEFING

DATE: September 20, 2013

TO: Mayor Ostenburg and Board of Trustees

FROM: Chief Bruce Ziegler, Fire Department

RE: Resolution Authorizing the Disposal of Personal Property Owned by the Village of Park Forest.

BACKGROUND DISCUSSION: The attached resolution provides the authority for the Village of Park Forest and the fire department to dispose of by sale or trade-in a 1993 GMC Suburban (VIN # 1GKGGK26NXPJ721734), commonly referred to as Car 73.

SCHEDULED FOR CONSIDERATION: This item will appear on the agenda of the Rules and Regular meeting agendas of September 23, 2013 for your consideration.

A RESOLUTION AUTHORIZING THE SALE BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF PARK FOREST

Whereas, Article VII, Section of the Constitution of the State of Illinois, and Chapter 17/27, paragraph 741-748 of the Illinois Revised Statutes, authorized and encouraged intergovernmental cooperation; and

Whereas, in the opinion of the majority of the corporate authorities of the Village of Park Forest, it is no longer necessary, useful, or in the best interest of said jurisdiction to retain ownership of personal property hereinafter described; and

Whereas, it has been determined by the Mayor and Board of Trustees for the Village of Park Forest; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees:

SECTION ONE: Pursuant to Chapter 65, Section 5/11-76-4 of the Illinois Compiled Statute the Mayor and Board of Trustees for the Village of Park Forest find the personal property described in Attachment A now owned by said jurisdiction would be best served by the property's sale.

SECTION TWO: The Village Manager for the Village of Park Forest is hereby authorized to direct the sale of aforementioned personal property by the Park Forest Fire Department, the Fire Chief or his designee.

SECTION THREE: the Village Manager is hereby authorized to direct the Fire Department in the disposal of the aforementioned personal property by either auction or the direct sale of said item to a local emergency organization, fire department or fire protection district.

SECTION FOUR: no bid shall be accepted for the sale of an item which is less than the minimum bid set forth herein in Attachment A, unless the Manager or designees so authorizes at the time of sale.

SECTION FIVE: upon full payment of the sale/trade-in price for the aforesaid item(s) of personal property, the Manager is authorized to direct the Fire Department to convey and transfer the title and ownership of said personal property to the bidder.

SECTION SIX: this resolution shall be in full force and effect from and after its passage by a vote of a majority of the corporate authorities and approval in the manner by law.

PASSED this 23rd day of September, 2013.

APPROVED:

ATTEST:

Mayor

Village Clerk

Attachment "A"

**Park Forest Fire Department
Vehicle Disposal
September 23, 2013**

One (1) 1993 GMC Suburban VIN # 1GKGGK26NXPJ721734; Red in color, commonly known as Park Forest Fire Department Car 73

Sale value of not less than \$2,500.00

AGENDA BRIEFING

DATE: September 20, 2013

TO: Mayor Ostenburg and Board of Trustees

FROM: Chief Bruce Ziegler; Fire Department

RE: Resolution Authorizing the Disposal of Personal Property owned by the Village of Park Forest

BACKGROUND DISCUSSION: The attached resolution provides the authority for the Village of Park Forest and the fire department to dispose of by sale or trade-in a 1998 Ford E-450 / Marque ambulance (VIN # 1FDXE40F2WHB36499), commonly referred to as Ambulance 63.

SCHEDULED FOR CONSIDERATION: This item will appear on the agenda of the Rules and Regular meeting agendas of September 23, 2013 for your consideration.

**A RESOLUTION AUTHORIZING THE SALE BY PUBLIC AUCTION OF PERSONAL
PROPERTY OWNED BY THE VILLAGE OF PARK FOREST**

Whereas, Article VII, Section of the Constitution of the State of Illinois, and Chapter 17/27, paragraph 741-748 of the Illinois Revised Statutes, authorized and encouraged intergovernmental cooperation;
and

Whereas, in the opinion of the majority of the corporate authorities of the Village of Park Forest, it is no longer necessary, useful, or in the best interest of said jurisdiction to retain ownership of personal property hereinafter described; and

Whereas, it has been determined by the Mayor and Board of Trustees for the Village of Park Forest;
and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees:

SECTION ONE: Pursuant to Chapter 65, Section 5/11-76-4 of the Illinois Compiled Statute the Mayor and Board of Trustees for the Village of Park Forest find the personal property described in Attachment A now owned by said jurisdiction would be best served by the property's sale.

SECTION TWO: The Village Manager for the Village of Park Forest is hereby authorized to direct the sale of aforementioned personal property by the Park Forest Fire Department, the Fire Chief or his designee.

SECTION THREE: the Village Manager is hereby authorized to direct the Fire Department in the disposal of the aforementioned personal property through either trade-in on a new vehicle purchase or the direct sale of said item to a local emergency organization, fire department or fire protection district.

SECTION FOUR: no bid shall be accepted for the sale of an item which is less than the minimum bid set forth herein in Attachment A, unless the Manager or designees so authorizes at the time of sale.

SECTION FIVE: upon full payment of the sale/trade-in price for the aforesaid item(s) of personal property, the Manager is authorized to direct the Fire Department to convey and transfer the title and ownership of said personal property to the bidder.

SECTION SIX: this resolution shall be in full force and effect from and after its passage by a vote of a majority of the corporate authorities and approval in the manner by law.

PASSED this 23rd day of September, 2013.

APPROVED:

ATTEST:

Mayor

Village Clerk

Attachment "A"

**Park Forest Fire Department
Vehicle Disposal
September 23, 2013**

One (1) 1998 Ford / Marque Ambulance (E-450), VIN # 1FDXE40F2WHB36499; Red in color, commonly known as Park Forest Fire Department Ambulance 63

Sale or Trade-in value of not less than \$4,500.00

AGENDA BRIEFING

DATE: September 18, 2013

TO: Mayor Ostenburg
Board of Trustees

FROM: Jerry Martin
Code Enforcement Officer

Hildy L. Kingma, AICP
Director of Economic Development and Planning

RE: Resolution Awarding a Contract for Demolition of Six Vacant, Blighted Residential Structures and Authorizing the Village Manager to Execute the Contract

BACKGROUND/DISCUSSION:

Through the Village's involvement in the South Suburban Housing and Community Development Collaborative, in late 2011 the Village was awarded a \$236,250 grant from the State of Illinois's Department of Commerce and Economic Opportunity (ILDCEO). This grant is through the Illinois "Ike" Disaster Recovery Program. Fifteen homes were demolished with this grant in late 2012. The first contract primarily included homes in the Eastgate neighborhood, but three homes in other neighborhoods were also included. The contract currently before the Board will complete this grant with the demolition of six vacant, blighted homes located in the Eastgate neighborhood.

The invitation to bid was published in the *Southtown/Star* newspaper in accordance with Village policy for contracts that exceed \$20,000, and it was advertised on the Village's web site. Bids were opened on August 28, and responsive bids were received from three contractors. The bid tabulation is attached. Note that the bid was initially issued for the demolition of eight residences and so the bid amounts are higher than the contract.

After completing the first demolition project with this grant, there is \$79,472.06 in grant funds remaining to be spent. Based on the low bid from Shear Force Excavating, Inc., this amount is sufficient to demolish six of the residential structures included in the original bid, at a total cost of \$78,751.00. The structure at 3 Antioch Place will be demolished by the servicer for HUD, the property owner. The Village will have to seek additional funds to demolish 248 Arrowhead Street.

In addition to the contract with Shear Force, there are other costs associated with this round of demolitions, including asbestos testing, legal notice for the invitation to bid, and the stormwater pollution prevention plan. The total cost for these items was \$3,179.94, bringing the total cost of this round of demolitions to \$81,930.94. That is \$2,458.88 over the remaining grant funds. Rather than remove another house from the contract and leave a significant amount of grant

funds unspent, the Capital Projects budget will cover the \$2,458.88 overage so six homes will still be demolished.

This contract consists of the removal of asbestos in all six of the homes, and the demolition and removal of all structures and pavement on each of the properties listed below. All Ash trees and other problem trees as identified by Rob Gunther, Recreation and Parks Director, will be removed as part of this project. Each property will be graded and seeded prior to the completion of the project.

241 Arcadia Street
5 Apache Street
233 Arrowhead Street

5 Antioch Place
239 Arrowhead Street
225 Allegheny Street

Village Staff recommends that the Board award this contract to the low bidder - Shear Force Excavating, Inc., based in Steger, Illinois. Shear Force was awarded the first CDBG-IKE residential demolition contract, as described above, as well as the contract for the demolition of 10 homes with the Cook County Neighborhood Stabilization grant. The contract attached was provided by ILDCEO to ensure that all required grant elements are addressed, and it was reviewed by the Village Attorney prior to the two previous projects.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules and Regular Agendas of September 23, 2013, Board meeting.

Village of Park Forest, Illinois
CDBG-IKE Demolition of 8 Single Family Homes
Grant No. 08-357013
Bid Opening on August 28, 2013 – 11:30 am
BID Tabulation

Contractor Name	Bid Total for 8 homes*	Bid Bond Included
**Shear Force Excavating 27 E. 36 th St, Unit D Steger IL 60475	\$100,500.00	Yes
Holland Asphalt Services 21000 Torrence Avenue Ford Heights, IL	\$111,625.00	Yes
Bechstein Construction Corporation 17368 68 th Court Tinley Park, IL 60477	\$147,259.30	Yes

* = Excludes asbestos removal for 238 Arrowhead

** = Apparent Low Bidder

VOPF = Village tally of per house bids for demolition/asbestos removal

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE OF PARK FOREST
AWARDING A CONTRACT FOR DEMOLITION AND
AUTHORIZING THE EXECUTION OF THE CONTRACT**

WHEREAS, the Village of Park Forest (the “Village”) is deeply concerned about the housing foreclosure crisis and the consequences for communities of the corresponding rise in vacant and abandoned properties; and

WHEREAS, the Village has adopted a comprehensive plan, which includes the DownTown Master Plan, the Strategic Plan for Land Use and Economic Development, the 211th Street Metra Station Transit Oriented Development Plan, the Homes for a Changing Region Plan, and the Growing Green: Park Forest Sustainability Plan; and

WHEREAS, demolition of vacant, blighted homes is consistent with goals outlined in the Strategic Plan for Land Use and Economic Development and the Homes for a Changing Region Plan; and

WHEREAS, the Village has received a Community Development Block Grant from the State of Illinois “Ike” Disaster Recovery Program to fund the demolition of vacant, blighted single family structures; and

WHEREAS, the Village has issued an invitation for bids in accordance with Village policy for the demolition of eight vacant, blighted homes and received three qualified bids; and

WHEREAS, Shear Force Excavating, Inc. is the low bidder with a bid not to exceed One Hundred Thousand Five Hundred Dollars (\$100,500.00); and

WHEREAS, remaining grant funds will allow for the demolition of only six of the homes included in the original bid, so therefore, the total contract amount is limited to an amount not to exceed Seventy-Eight Thousand Seven Hundred Fifty One Dollars (\$78,751.00).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

Section 1: The Village Manager is directed and authorized to execute the Contract with Shear Force Excavating, Inc., and such additional documents necessary for carrying out the Contract and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

Section 2: The Village Manager is also authorized to carry out the transactions contemplated by the Contract.

Section 5: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED this _____ day of September, 2013.

APPROVED:

Mayor

ATTEST:

Clerk

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INVITATION FOR BIDS

The Village of Park Forest, Illinois, ("Village") will receive Bids for the demolition of up to EIGHT (8) residential structures and all secondary or accessory structures on each lot until 11:30 AM., Central Time on the 28th day of August, 2013, in the Village Hall Board Room at 350 Victory Drive, Park Forest, IL 60466, at which time and place all bids will be publicly opened and read aloud.

Bids are invited for a project that includes the following work:

- Item 1. Removal of asbestos at up to 8 homes which have been found to contain asbestos and air monitoring at these homes.
- Item 2. Demolition of up to 8 residential structures and all secondary or accessory structures on each lot.
- Item 3. Removal of all trees specified in the Technical Specifications.
- Item 4. Removal of water and sewer service lines as described in the Technical Specifications.

Complete Bid and Contract Documents, including Asbestos Reports, Stormwater Pollution Prevention Plan, and Technical Specifications, are on file at the office of the Department of Economic Development and Planning, Village of Park Forest, 350 Victory Drive, Park Forest, IL 60466. Copies of all documents also may be obtained at the Village's web site, under the Economic Development tab, www.villageofparkforest.com.

A certified check or bank draft, payable to the order of the "Village of Park Forest, IL", negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The Village reserves the right to reject any or all Bids or to waive any informality in the bidding.

Bids may be held by the Village for a period not to exceed 30 days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

A firm fixed-price Contract award will be made in writing to the lowest responsive and responsible Bidder.

Date:..... August 9, 2013

By:..... Hildy L. Kingma, AICP
..... Director of Economic Development and Planning

INSTRUCTIONS TO BIDDERS

1. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Village. Any inquiry received by August 23, 2013 at 5:00 pm will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Director of Economic Development and Planning and on the Village's web site under the Economic Development tab, by June 27, 2013. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

2. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint itself with the existing conditions there relating to construction and labor, and should fully inform itself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize itself with the Asbestos Reports, Technical Specifications, Storm Water Pollution Prevention Plan, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing and the Village will be justified in rejecting any claim based on facts for which it should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

Alternative bids will be considered based on detail in the technical specifications relating to salvage rights at the properties to be demolished.

4. BIDS

- (a) **All Bids** must be submitted on forms supplied by the Village and shall be subject to all requirements of the Contract Documents, Technical Specifications, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- (b) Bid Documents including the Bid and Base Proposal, the Bid Guaranty, the Non-Collusion Affidavit, the Certification of Bidder Regarding Equal Employment Opportunity, the Certification of Bidder Regarding Section 3 Business and DBE

Participation, the Non-Collusion Affidavit of Prime Bidder, the Utilization Plan for Business Enterprises for Minorities, Females and Persons with Disabilities, and the Statement of Bidder's Qualifications shall be fully completed and enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as described in the Technical Specifications in order to guard against premature opening of the Bid.

- (c) The Village may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached, including the failure to complete and submit any of the documents listed above, and at its option may reject the same.
- (d) If the Contract is awarded, it will be awarded by the Village to a responsible Bidder on the basis of the lowest and most responsive and responsible Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- (e) Each Bidder shall include in its Bid the following information:

Principals

Names
Home Addresses and Phone Number

Firm

Name
Federal Employment Identification Number
Address and Phone Number
Email Address

5. BID GUARANTY

- (a) The Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Village of Park Forest, IL. Cash deposits will not

be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

- (b) Revised Bids submitted before the opening of Bids, whether forwarded by mail or electronically, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- (c) Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

6. COLLUSIVE AGREEMENTS

- (a) Each Bidder submitting a Bid to the Village for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- (b) Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form attached.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, its experience record in constructing the type of improvements embraced in the contract, its organization and equipment available for the work contemplated, and, when specifically requested by the Village, a detailed financial statement. The Village shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract and the Bidder shall furnish the Village all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Village that the Bidder is qualified to carry out properly the terms of the Contract.

8. LUMP SUM BID

This Contract is to be bid, and will be awarded, on a Lump Sum basis. That is, the total cost to demolish the specified number of residential structures in accordance with the Technical Specifications shall be used to determine the lowest responsible Bidder. However, each Lump Sum bid should include a unit price to demolish each residential structure and remove asbestos, as necessary. In the event that the Village receives an appeal of its notice to demolish any of the residential structures included in the Contract, that property will be removed from the Contract and the total Contract amount adjusted according to the unit price specified for that residential structure. Further, in the event that grant funds are not sufficient to cover the entire amount of the bid, the Contract and the total Contract amount will be adjusted accordingly based on the unit price specified for each residential structure to be included in the Contract.

9. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

- (a) Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them shall decide when a Bid has been received. No Bid received after the opening shall be considered.
- (b) Bidders are cautioned that, while electronic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Village will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or electronic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided that written confirmation of any electronic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid

opening. The Bid guaranty of any Bidder withdrawing its Bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

- (a) The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award will be made will be notified at the earliest possible date. Note, however, that the Contract shall be deemed as having been awarded only after formal motion for award is approved by the Village Board of Trustees at a lawful meeting of the Village Board of Trustees. The Village, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- (b) The Village reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with its own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

- (a) Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Village an Agreement in the form included in the Contract Documents in such number of copies as the Village may require.
- (b) Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by it in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or Surety Company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570. If applicable State laws require separate bonds as security (1) for the faithful performance of the Contract and (2) for the

payment of all services, labor, and materials, paragraph "b" above must be revised in accordance with the statutory requirements of the particular State. These bonds shall be signed by a guaranty or surety company listed in the latest of the U.S. Treasury Circular 570 and the total penal sum shall be within the maximum specified for such company in said Circular 570.

- (c) The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Village may grant, based upon reasons determined sufficient by the Village, shall constitute a default, and the Village may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising, the defaulting Bidder shall have no claim against the Village for a refund.

15. WAGES AND SALARIES

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and in the Village's most recent adopted prevailing ordinance, attached hereto and incorporated herein by reference as Exhibit C, and the conditions of employment with respect to certain categories and classifications of employees.

The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

16. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. (See Section 130 hereof.)

BID FOR LUMP SUM CONTRACTS

Place PARK FOREST, IL.
Date 8/28/13
Project No. 2

Proposal of Shear Force EXCAVATIONS INC. (hereinafter called
'Bidder') (a corporation a partnership/ an individual doing
business as (State) (Strike Out Non-Applicable Terms) IL.)

To the _____ (hereinafter called 'Owner')

Village of Park Forest

The Bidder, in compliance with your invitation for bids for the demolition of 7 residential structures and all secondary or accessory structures, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Village and to fully complete the project no later than November 29, 2013, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 0 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 303 of the Special Conditions.

Bidder acknowledges receipt of the following addendum:

Addendum #1 SWPPP MISC ~~ASBESTOS~~ ~~ASBESTOS~~ ~~ASBESTOS~~
" 2 248 ASBESTOS - NO REPORT (ASBESTOS)

BASE PROPOSAL:

Bidder agrees to perform all of the asbestos removal, air monitoring, tree removal, demolition and utility removal work described in the specifications for the sum of \$ 1,102,500.00 *Handwritten* (\$ 93,500.00). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.) *(7 HOUSE DEMO/ASBESTOS PRICE) ADD \$7000. FOR 248 ARROW*

UNIT PRICES:

If any property must be removed from the Contract because it is sold or an appeal of the demolition notice is submitted by the property owner, or for any other reason, the following unit prices shall prevail (specify the cost to demolish and remove asbestos, if necessary, for each address):

Address	Asbestos Removal	Demolition
1. <u>233 Arrowhead</u>	\$ <u>4,535.00</u>	\$ <u>7,914.00</u>
2. <u>2394 "</u>	\$ <u>4,535.00</u>	\$ <u>6,914.00</u>
3. <u>3 Arrowhead Pl.</u>	\$ <u>6,335.00</u>	\$ <u>8,414.00</u>
4. <u>5 "</u>	\$ <u>4,385.00</u>	\$ <u>7,914.00</u>
5. <u>205 Alieberry</u>	\$ <u>6,335.00</u>	\$ <u>8,414.00</u>
6. <u>5 Apache</u>	\$ <u>3,935.00</u>	\$ <u>7,414.00</u>
7. <u>241 Arcadia</u>	\$ <u>3,935.00</u>	\$ <u>7,914.00</u>
<u>8. 248 Arrowhead</u>	\$ <u>NO SURVEY</u>	\$ <u>7,000.00 - NOT INCLUDED IN QUOTE.</u>

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work at the individual property. Changes shall be processed in accordance with paragraph 109 of the General Conditions.

ESTIMATE OF MATERIALS REUSED/RECYCLED

Provide an estimate of the amount of material (by weight and/or volume) that will be reused or recycled, and a description of the type of material to be reused or recycled.

.....

Bidder understands that the Village reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by Paragraph 14b of the Instructions to Bidders.

The bid security attached in the sum of 5% Bond (\$ _____) is to become the property of the Village in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Village caused thereby.

Respectfully submitted:

By: Chad Gail
President
(Title)

(SEAL — If bid is by a corporation)

(Business Address and Zip Code)

27 E 36TH ST. UNIT 10
STEER, FL. 30475

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Sheel Force EXCAVATING INC. / 27 E. 36TH ST. UNIT D - STEER, IL 60475
NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No

3. Bidder has filed all compliance reports due under applicable instructions.
 Yes No None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Chuck Eich / President
NAME AND TITLE OF SIGNER (Please type)

SIGNATURE Chuck Eich DATE 8/28/13

Replaces Form HUD-1238.CD-1, which is obsolete.

HUD-950.1(11-78)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of IL.

County of WFL ss.

_____, being first duly sworn, deposes and says that

1. He is Chuck Eick of Shear Force Excavating the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Chuck Eick
Chuck Eick / President
 (Name & Title)

Subscribed and sworn to before me
this ___ day of _____, _____

 (Notary Public)

My commission expires _____.



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond # 14845

CONTRACTOR:

(Name, legal status and address)
Shear Force Excavating, Inc.

27 E 36th Street, Unit D

Steger, IL 60475

OWNER:

(Name, legal status and address)
Village of Park Forest

350 Victory Drive

Park Forest, IL 60466

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

62 Maple Avenue

Keene, NH 03431

Mailing Address for Notices

The Ohio Casualty Insurance Company

Attention: Surety Claims Department

1001 4th Avenue, Suite 1700

Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid in Dollars

PROJECT:

(Name, location or address, and Project number, if any)

Demolition at various locations of 7 structures

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of August, 2013.

Stephanie Modrak
(Witness)

Pat Silvers
(Witness)

Shear Force Excavating, Inc.

(Principal)

(Seal)

President/Chief Est
(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

Peter R. Johnson
(Title) Peter R. Johnson, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that __ he __ executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of IL)
County of Will)

On this 27 day of August, in the year 2013, before me personally come(s) Chuck Eick, to me known, who, being duly sworn, deposes and says that he is the President of the Shear Force Excavating Co. the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Renee Hill
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Illinois)
County of Cook)

On this 27th day of August, in the year 2013, before me personally come(s) Peter R. Johnson, Attorney(s)-in-Fact of THE OHIO CASUALTY INSURANCE COMPANY with whom I am personally acquainted, and who, being by me duly sworn, says that he is (are) the Attorney(s)-in-Fact of THE OHIO CASUALTY INSURANCE COMPANY company described in and which executed the within instrument; that he know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Sandra O. Johnson
Sandra O. Johnson, Notary Public

Principal: Shear Force Excavating, Inc

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: United Bonding of Illinois LLC

Obligee: Village of Park Forest

Agent Code: 120960

Bond Number:

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint Peter R. Johnson, Chris Johnson of South Barrington, Illinois its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 1st day of December, 2012



STATE OF WASHINGTON
COUNTY OF KING

Gregory W Davenport Assistant Secretary

On this 1st day of December, 2012 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Seattle, State of Washington, the day and year first above written



Notary Public in and for County of King, State of Washington
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 27th day of August, 2013



David M. Carey Assistant Secretary

CERTIFICATION REGARDING SECTION 3 BUSINESS AND DBE PARTICIPATION

GRANTEE NAME Village of Park Forest, IL

PROJECT NAME Demolition of 7 residential structures

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

As a condition of receiving Federal funds, the Village of Park Forest, IL is required to comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968 (Section 3), which provides that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons. In accordance with HUD regulations (24 CFR Part 135), Section 3 requirements pass down to construction contractors and subcontractors funded with HUD funds.

BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT (30 ILCS 575/)

It is the goal of the State of Illinois that not less than 20% of the total dollar amount of State-funded contracts shall be established as a goal to be awarded to businesses owned by minorities, females, and persons with disabilities. As a condition of receiving funds through the State, the Village of Park Forest, IL shall, to the maximum extent feasible, ensure that contracts and subcontracts issued pursuant thereto are awarded to businesses owned by minorities, females, and persons with disabilities.

BIDDER CERTIFICATION

In order to assist the Village in complying with the requirements set forth above, Bidder hereby certifies that it will take all necessary affirmative steps to assure that, to the maximum extent feasible:

- Businesses owned by minorities, females, and persons with disabilities and Section 3 business concerns are contacted/solicited concerning potential subcontracting opportunities associated with the project; and
- Subcontracting opportunities generated by the project are awarded to businesses owned by minorities, females, and persons with disabilities and Section 3 business concerns.

In addition, Bidder agrees to document all actions taken to comply with the requirements listed above, the results of actions taken, and any impediments encountered.

I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Signature of Business Owner or Authorized Representative: _____

Cheryl Seid

Date: 8/28/13

Attested by: _____

Date: _____

UTILIZATION PLAN FOR

BUSINESS ENTERPRISES FOR MINORITIES, FEMALES,
AND PERSONS WITH DISABILITIES ACT (30 ILCS 575/)

Have the MBE, WBE, and Disabled Business Enterprise Project Specific Goals (20% of total dollar amount of bid) been met as stated in the bid documents? Yes No

If no, attach documentation of the Bidder's Good Faith Efforts made to achieve participation by Business Enterprises for Minorities, Females and Persons with Disabilities for each Goal not met.

A proposed MBE, WBE, or Disabled BE must be certified at the time of bid submission by Cook County, the City of Chicago or the Illinois Unified Certification Procedure. The Letter of Certification must be attached to the bid.

Disclosure of MBE, WBE and Disabled Business Enterprise Participation
(Please duplicate as needed)

Name of MBE/WBE/Disabled BE Subcontractor/Supplier: LAKE COUNTY CARTAGE

Contact Person: Michelle Davis Title: PRESIDENT

Address: 14325 FIFTH STREET, IL. 60475

E-Mail: _____ Telephone No: 708-255-2449

Amount of Subcontract: \$ 19,000 Percentage of the total base bid: 20 %

Description of the work: TRUCKING

Name of MBE/WBE/Disabled BE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E-Mail: _____ Telephone No: _____

Amount of Subcontract: \$ _____ Percentage of the total base bid: _____ %

Description of the work: _____

CONTRACT

THIS AGREEMENT made this the 23rd day of September, 2013, by and between Shear Force Excavating, Inc. (a corporation organized and existing under the laws of the State of Illinois), hereinafter called the "*Contractor*", and the Village of Park Forest, Cook and Will Counties, Illinois, hereinafter called the "*Village*."

WITNESSETH, that the Contractor and the Village for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, the removal of asbestos from and the demolition of six (6) residential structures and all secondary or accessory structures on each listed lot, and the removal of water and sewer service lines, and required supplemental work for the demolition project, all in strict accordance with the contract documents, all as prepared by the Village Staff.

ARTICLE 2. The Contract Price. The Village will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of Seventy-Eight Thousand Seven Hundred Fifty-One Dollars (\$78,751.00).

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- | | |
|---|---|
| a. This Agreement | g. Special Conditions |
| b. Addenda | h. Technical Specifications |
| c. Invitation for Bids | i. Asbestos Reports |
| d. Instructions to Bidders | j. Stormwater Pollution Prevention Plan |
| e. Signed Copy of Bid and all Related Documents | |
| f. General Conditions, Parts I and II | |

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate original copies on the day and year first above written.

(The Contractor)

By _____

Title _____

(Village)

By _____

Title _____

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, insert the approved form of the statutory *surety bond or bonds* to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be *countersigned* by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

CERTIFICATE OF VILLAGE'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the Village of Park Forest, Cook and Will Counties, Illinois, certify as follows:

I have examined the attached Contract(s) and Performance and Payment Bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Date: _____

**GENERAL CONDITIONS
PART I**

101. DEFINITIONS

Whenever used in any of the Contract documents, the following meanings shall be given to the terms herein defined:

- a. The term "*Contract*" means the Contract executed by the Village and the Contractor, of which these GENERAL CONDITIONS, PARTS I AND II form a part.
- b. The term "*Village*" means the Village of Park Forest, Cook and Will Counties, Illinois, which is authorized to undertake this Contract.
- c. The term "*Contractor*" means the person, firm or corporation entering into the Contract with the Village to construct and install the Improvements embraced in this Contract.
- d. The term "*Project Area*" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- e. The term "*Village Staff*" means the Village of Park Forest Director of Economic Development, the Village of Park Forest Code Enforcement Officer, or other Staff employed by the Village of Park Forest and designated by the Director or Code Enforcement Officer, for the purpose of directing or having in charge the work embraced in this Contract, the said Village Staff acting directly or having in charge the work embraced in this Contract, the said Village Staff having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to it.
- f. The term "*Local Government*" means the town, village, city, county(ies) or other political subdivision of the State of Illinois within which the Project Area is situated.
- g. The term "*Contract Documents*" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, Special Conditions, Technical Specifications, Asbestos Reports, and the Storm Water Pollution Prevention Plan.
- h. The term "*Subcontractor*" means an individual, firm, or corporation having a contractual responsibility with the general contractor or with any other subcontractor for the performance of a part of the work at the site.
- i. The term "*Asbestos Reports*" means the reports prepared by separate contract which describe the presence and type of asbestos in each structure to be demolished under this Contract.
- j. The term "*Technical Specifications*" means that part of the Contract Documents which describes, outlines and stipulates: the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

- k. The terms "Addendum" or "Addenda" mean any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Village to prospective Bidders prior to the time of receiving Bids.
- l. The term "Secretary" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.
- m. The term "Department" means the Illinois Department of Commerce and Economic Opportunity.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives its personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Village, on the work at all times during working hours with full authority to act for it. The Contractor shall also provide an adequate staff for the proper coordination and expediting of its work.
- b. The Contractor shall lay out its own work and it shall be responsible for all work executed by it under the Contract. The Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from its failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until it has submitted a Non-Collusion Affidavit from the subcontractor in substantially the form shown on the following page and has received written approval of such subcontractor from the Village.
- b. No proposed subcontractor shall be disapproved by the Village except for cause.
- c. The Contractor shall be as fully responsible to the Village for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.
- e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Village.
- f. The Contractor shall not award work to Subcontractor(s) in excess of 50 percent of the contract price without prior written approval of the Village.

104. OTHER CONTRACTS

The Village may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own work with that to be performed under other Contracts as may be directed by the Village. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. The Contractor shall be prepared to guarantee to each of its subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Village on account of any damage alleged to have been so sustained, the Village will notify this Contractor, who shall defend at its own expense any suit based upon such claim, and, if any judgment or claims against the Village shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

Due to the nature of the work contemplated by this Contract, a maximum of two payments will be permitted. The first, or "partial payment", if any, will be based on the unit price of the specific residential structures fully demolished and properties restored as required in the Technical Specifications. No payment will be made for the demolition of a residential structure which has not been approved by the Village pursuant to a final inspection.

2. Final Payment

- a. After final inspection and acceptance by the Village of all work under the Contract, the Contractor shall prepare its requisition for final payment which shall be based upon the unit prices of the specific residential structures fully demolished and properties fully restored as required in the Technical Specifications, less any previous payment.

Final payment to the Contractor shall be made subject to its furnishing the Village with a release in satisfactory form of all claims against the Village arising under and by virtue of its Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 112(c) hereof.

- b. The Village, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Village deems the same necessary in order to protect its interest. The Village, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- d. Withholding of any amount due the Village under Section 303, entitled Liquidated Damages, under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

- a. The Village may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Village and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Village and will not require the Village to determine or adjust any claims or disputes between the Contractor and his subcontractors or Material Dealers, or to withhold any moneys for their protection unless the Village elects to do so. The failure or refusal of the Village to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.
- b. The Village shall withhold Fifteen Percent (15%) of the total contract amount, based on the unit price of the specific residential structures for which payment is being made, until the punch list items contained in Appendix E are completed. If the punch list items are completed, the Village shall withhold only Five Percent (5%) of the total contract amount until each lot contained within this Contract is fully restored, including but not limited to final grading, seeding, removal of all debris, and removal of silt fences.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Village shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

109. CHANGES IN THE WORK

- a. The Village may make changes in the scope of work required to be performed by the Contractor under the Contract or making the Contract, and without relieving or releasing the Contractor from any of its obligations under the Contract or any

guarantee given by it pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Village authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Village may order the Contractor to proceed with desired unit prices specified in the Contract.

110. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- a. *Right of the Village to Terminate Contract.* In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its subcontractors, the Village may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Village shall immediately serve notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Village may take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor and the Contractor and its surety shall be liable to the Village for any excess cost occasioned the Village thereby, and in such event the Village may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
- b. *Liquidated Damages for Delays.* If the work is not completed within the time stipulated in Section 303 hereof, including any extension of time for excusable delays as herein provided, then the Contractor will pay to the Village the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default. The Contractor and its sureties shall be liable to the Village for the amount thereof.
- c. *Excusable Delays.* The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
 - 1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 - 2. To any acts of the Village;

3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Village, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notifies the Village within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Village shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Village shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

111. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Village; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Village. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

112. DISPUTES

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Village for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Village of notice thereof.
- b. The Contractor shall submit in detail its claim and its proof thereof. Each decision by the governing body of the Village will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to its last known address.

- c. If the Contractor does not agree with any decision of the Village, it shall in no case allow the dispute to delay the work but shall notify the Village promptly that it is proceeding with the work under protest and it may then except the matter in question from the final release.

113. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Village for any additional information not already in its possession which should be furnished by the Village under the terms of this Contract, and which it will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this Section.

114. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as equal to any particular standard, the Village Staff shall decide the question of equality.
- b. The Contractor shall furnish to the Village for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which it proposes to incorporate in the work.
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- e. The Village may require the Contractor to dismiss from the work such employee or employees as the Village may deem incompetent, or careless, or insubordinate.

115. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Village, Cook County, and State and federal governments. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Village. Where the requirements of the Technical Specifications fail to comply with such applicable ordinances or codes, the Village will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Technical Specifications), the Contractor shall remove such work without cost to the Village, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. The Village shall waive all Village fees or charges for all permits for the work contemplated by this Contract. The Village shall provide a contract allowance to pay the fees for Cook County or other agency fees for the work contemplated by this Contract. The Contractor is responsible for obtaining all required permits, but the estimated cost of those permits should not be included in the Lump Sum bid.
- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

116. CARE OF WORK.

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Village.
- b. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Village, is authorized to act at its discretion to prevent such threatened loss or injury, and it shall so act. The Contractor shall likewise act if instructed to do so by the Village. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Village as provided in Section 109 hereof.
- c. The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and it shall at its own expense completely repair any damage thereto caused by its operations.

- f. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or demolitions or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Village from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Village may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

117. ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Village may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Village with reports concerning these matters.
- d. The Contractor shall indemnify and save harmless the Village from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

118. SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed if required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

119. USE OF PREMISES

- a. The Contractor shall confine its equipment, storage of materials, and construction operations to the Contract Limits as defined by the list of addresses included in the Contract and as prescribed by ordinances or permits, or as may be desired by the Village, and shall not unreasonably encumber the site or public rights of way with its materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the Village and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

120. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically, or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights-of-way in a neat and clean condition. See the Technical Specifications for more detail regarding the expectations for the site at final inspection.

121. INSPECTION

- a. All materials and workmanship shall be subject to inspection, examination, or test by the Village at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Village shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Village may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Village.
- b. The Contractor shall notify the Village sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Village, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Village.
- c. Neither inspection, approval nor acceptance of the work in whole or in part, by the Village or its agents, shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

122. REVIEW BY VILLAGE

The Village, its authorized representatives and agents and the Representative for the Secretary, and representatives of the department shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Village through its authorized representatives or agents.

123. FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Village in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least 24 hours prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Village having charge of inspection. If the Village determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

124. DEDUCTION FOR UNCORRECTED WORK

If the Village deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Village and subject to settlement, in case of dispute, as herein provided.

125. INDEMNIFICATION.

- a. The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Village, its officials, employees, agents and consultants and its officials, employees, agents and consultants (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of this Agreement or the performance thereof, or which may in any way result therefrom, which are alleged or determined to be caused through the misconduct, negligence or omission of the Contractor any agent or employee, or any Subcontractor or their respective employees. The Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, regardless of the merit of such claim. If any judgment shall be rendered against such Indemnified Party in any such action, the Contractor shall, at its sole cost and expense, satisfy and discharge the same. The Contractor expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, keep and same harmless and defend the Indemnified Parties as herein provided.
- b. The indemnification obligations set forth in this Section 125 shall include indemnification for losses resulting from claims made by third parties against any Indemnified Party. The provisions of this Section shall not apply to a Loss which arises solely out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence.
- c. Until such time as it has been (i) determined by a court of competent jurisdiction that any Indemnified Party is liable in whole or in part for a Loss caused by said Indemnified

Party's own negligent acts or omissions or intentional misconduct, or (ii) mutually agreed between the Contractor and any Indemnified Party regarding allocation of liability for any Loss, the Contractor shall defend such Indemnified Party from such Loss at the Contractor's sole cost and expense. Each indemnified Party shall furnish such information as may be reasonably required by the Contractor or defense counsel to provide an adequate defense, and each such Indemnified Party shall cooperate fully in the defense of the claim giving rise to the Loss. If it is determined that such Indemnified Party is liable in whole or in part for said Loss caused by such Indemnified Party's own negligent acts or omissions, to the extent indicated in the prior paragraph, the Indemnified Party shall be responsible for the payment of that portion of the reasonable attorney's fees and related expenses incurred in the defense of the claim giving rise to the Loss equal to the Indemnified Party's adjudicated or agreed to share of liability for the loss.

- c. Nothing in this Section 125 shall apply to suits or actions which are barred by the applicable statute of limitations.
- d. This Section 125 shall survive the termination of this Agreement.
- e. The indemnification obligations set forth in this Section 125 shall not be limited by reason of the enumeration of any insurance coverage herein provided.

126. INSURANCE

The Contractor agrees to carry insurance relating to this Agreement in the following amounts and coverages:

<u>Type of Insurance</u>	<u>Required Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000 per accident \$500,000 disease (policy limit) \$500,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for:	
A. Premises and operations, independent contractors protective, contractual liability, broad form property damage and XCU hazards	\$5,000,000 per occurrence for bodily injury and property damage combined. \$5,000,000 annual aggregate per location for bodily injury and property damage combined.
B. Products and completed operations (including broad form property damage)	\$5,000,000 per occurrence for bodily injury and property damage combined. \$5,000,000 annual aggregate for bodily injury and property damage combined.
C. Personal injury liability	\$5,000,000 per occurrence

- | | |
|---|---|
| | \$5,000,000 annual aggregate |
| 4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability) | \$5,000,000 per accident for bodily injury and \$5,000,000 for property damage. |

The insurance policies set forth in this Section 126 shall continue to be maintained for a period of two (2) years following the termination of the Agreement.

Equivalent insurance as set forth in Section 126 must be maintained by each subcontractor of the Contractor.

All insurance companies must be reasonably acceptable to the Village. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.

All liability coverages shall be written on an occurrence basis.

Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the Village certificates of insurance (and other evidence of insurance requested by the Village) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the Village by certified mail.

The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insureds set forth below.

The insurance policies required pursuant to this Section 126 shall be endorsed to include the Village, its officials, employees, and agents as additional insureds, except for Workers' Compensation coverage and Employer's Liability coverage. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds. The Contractor shall provide certificates of insurance naming the Village, its officials, employees, and agents as additional insureds immediately upon execution of this Agreement.

The Contractor may meet the insurance coverage amounts set forth in Section 126 in combination with an umbrella/excess liability policy, with \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Village, the Village, or Contractor (at the Village's option as indicated in the Special Conditions) is required to maintain Builder's Risk Insurance (*fire and extended coverage*) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Village, the Contractor, and subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (*fire and extended coverage*) premiums during construction unless the Contractor is required to provide such

insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and its surety shall be obligated to full performance of the Contractor's undertaking.

127. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by it to the Village free from any claims, liens, or charges. Neither the Contractor, nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract, shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Village. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

128. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Village or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of two (2) months from the date of final acceptance of the work. The Village will give notice of defective materials and work with reasonable promptness.

129. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

1. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. The Contractor will comply with all requirements of Section 114 of the Clean Air Act as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations & guidelines issued thereunder.
3. The Contractor will promptly notify the Village of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

5. The Contractor will include or cause to be included the provisions of paragraphs (1) through (4) of this section in every nonexempt subcontract and that it will take such action as the Government may direct as a means of enforcing such provisions.

130. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor as supplemented by 40 Code of Federal Regulations Part 60.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clause of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

131. PATENTS

The Contractor shall hold and save the Village, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, specifically stipulated in the Technical Specifications.

132. SECTION 504 OF THE REHABILITATION ACT OF 1973 (If \$2,500 or Over)

Affirmative Action for Workers With Disabilities

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees with disabilities and applicants for employment, and the rights of applicants and employees.
4. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment individuals with disabilities.
5. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

133. SECTION 402 VETERANS OF THE VIETNAM ERA (If \$10,000 or Over)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (4) and (5).

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance or referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
4. The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the

contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this Contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
7. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
8. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
9. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
10. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
11. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

134. SECTION 3 COMPLIANCE – TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

Any contract or subcontract awarded by a recipient or contractor shall include the following clause (referred to as a Section 3 clause):

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects

covered by Section 3, shall, to the greatest extent feasible, be directed to low-and-moderate income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. The parties to this Contract will certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those of whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in termination of this Contract for default or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

135. NONSEGREGATED FACILITIES

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to maintain any segregated facilities at any of its establishments, and that it does not permit its employees to

perform their services at any location, under its control, where segregated facilities are maintained. The Contractor covenants that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files.

136. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
2. No member, officer, or employee of the Village, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.
3. The Contractor will include the provisions of paragraphs (1) and (2) in every Subcontract so that such provisions will be binding upon each Subcontractor

137. AMERICANS WITH DISABILITIES ACT

Title II of the Americans with Disabilities Act specifically requires that all newly constructed or altered streets, roads, highways, and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways [28 CFR 35.151(e)].

138. LOBBYING RESTRICTIONS

Contractor acknowledges that receipt of funds under this Agreement may require compliance with Section 319 of Public Law 101-121 (31 U.S.C.A. 1352) regarding the certification and disclosure of lobbying activities with the Federal Government and agrees to comply with those provisions, and all applicable federal rules and regulations; and will require that this assurance of compliance is part of any sub-agreements executed hereunder. By executing this Agreement, Contractor hereby certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers.

139. DEBARMENT

The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency.

140. PREVAILING WAGE RATES FOR LABORERS, WORKERS, AND MECHANICS

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to Exhibit C of the Technical Specifications for the Village's Ordinance establishing prevailing wages and to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Village Ordinance and the Act, including but not limited to, all wage, notice and record keeping duties.

**GENERAL CONDITIONS
PART II**

(Federal Labor Standards Provisions)

201. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

202. OVERTIME COMPENSATION (CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

- a. *Overtime Requirements.* No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.
- b. *Violation: Liability for Unpaid Wages Liquidated Damages.* In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$ 10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).
- c. *Withholding for Liquidated Damages.* The Village or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).
- d. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

203. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

204. REGULATIONS PURSUANT TO COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland Anti-Kickback Act (Title 40 U.S.C., Section 276c), and any amendment or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractor thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerance, and exemptions from the requirements thereof.

205. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

206. QUESTIONS CONCERNING FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act and (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal or State statute, shall be referred, through the Village or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

207. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare its payrolls on forms satisfactory to and in accordance with the instructions to be furnished by the Village or Public Body. The Contractor shall submit weekly to the Village or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" specified in the forms provided to the Contractor. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. The Contractor and each subcontractor shall make its employment records with respect to persons employed by it upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Village or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

208. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

209. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Village's or Public Body's prior written approval of the subcontractor. The Village or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

210. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

211. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Village or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

SPECIAL CONDITIONS

301. PROJECT SITE

The Project Site for this Contract shall be made up of the six (6) properties listed in the Technical Specifications.

302. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Village in the Notice to Proceed to the Contractor and shall be fully completed within 45 consecutive calendar days thereafter, but in no case later than November 29, 2013.

303. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and its Sureties shall be liable for and shall pay to the Village the sum of One Thousand Dollars (\$1,000) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion, or as modified in accordance with Section 110 hereof, until such work is satisfactorily completed and accepted.

304. SPECIAL HAZARDS

The Contractor's and its Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

(Please List)

305. CONTRACTOR'S AND SUBCONTRACTOR'S LIABILITY AND PROPERTY DAMAGE INSURANCE

As required under Section 126 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$5,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$5,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$5,000,000.

The Contractor shall either (1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of its subcontractors in its own policy.

306. BUILDER'S RISK INSURANCE

As provided in the General Conditions, Section 126, the Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Village, the Contractor, and all subcontractors, as their interests may appear.

307. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

308. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Village), or if deposited in the United States mail in a sealed, postage-prepaid envelope, addressed to such office.
- c. All papers required to be delivered to the Village shall, unless otherwise specified in writing to the Contractor, be delivered to Hildy Kingma, Director of Economic Development and Planning, 350 Victory Drive, Park Forest, IL 60466, and any notice to or demand upon the Village shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, to said Village at such address, or to such other representatives of the Village or to such other address as the Village may subsequently specify in writing to the Contractor for such purposes.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post.

- e. This section does not apply to decisions given pursuant to Section 112(b) of this Contract.

309. JOB OFFICES

- a. The Contractor is not required to furnish and maintain, during construction of the Improvements embraced in this Contract, adequate facilities on the Project Area or adjacent thereto for the use of the Village.
- b. The Contractor and its subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work to be performed on the Site. The Village shall be consulted with regard to locations.
- c. Upon completion of the Improvements, or as directed by the Village, the Contractor shall remove all such temporary structures and facilities from the Site, same to become its property, and leave the Site of the work in the condition required by the Contract.

310. WORK BY OTHERS

Gas and electric services shall be removed by request of the Village. Therefore, this is not part of this Contract. However, the Contractor's responsibilities regarding utility services are described in detail in the Technical Specifications.

311. CONTRACT DOCUMENTS AND ASBESTOS REPORTS

The Village will furnish the Contractor, without charge, three (3) copies of the Contract Documents, including Technical Specifications, Asbestos Reports, and the Storm Water Pollution Prevention Plan. Additional copies requested by the Contractor will be furnished at cost.

TECHNICAL SPECIFICATIONS

State CDBG-IKE Grant Funded Project

This project consists of the asbestos removal and demolition of six (6) residential structures and all secondary or accessory structures on each lot.

Location and Description of Structures

The street addresses and parcel index numbers (PIN) of the structures to be removed under this contract are listed in Appendix A. All secondary or accessory structures such as sheds, garages, fences and retaining walls on the same parcel shall be removed. Any trees identified in Appendix A must also be removed as part of this contract.

Examination of Job Site

Bidders were permitted to thoroughly examine each demolition site in order to ensure they are fully informed of the actual conditions and requirements of the work prior to bidding. Failure to detect potential problems shall not relieve the selected Contractor of its obligations, nor shall the selected Contractor be allowed any extra compensation due to issues that arise because of its failure to be fully acquainted with the sites prior to bidding.

Demolition and Removal of Structures

The work consists of the demolition and removal of all buildings and structures at each listed address and PIN, including foundations, footings, slabs, walls, columns, floors, pier and partitions, and private walkways. All secondary or accessory structures, including but not limited to sheds, garages, fences, paved areas and retaining walls are to be removed. In addition, all posts, signs, debris, trash, refuse lying on the premises and all other incidentals are to be removed. Any preferences expressed by adjacent property owners regarding fence removal on common boundary lines should be accommodated.

Asbestos removal shall also be performed at all residential structures at which asbestos has been identified (see Appendix A). **The Bidder is expected to bid on the removal of asbestos at those residential structures which contain asbestos**, and the selected Contractor shall ensure the proper removal of asbestos during the demolition process. Asbestos removal shall be performed by a qualified contractor licensed by the State of Illinois. **Submit proof of license with bid.**

The qualified bid will also include air monitoring after asbestos abatement has occurred at each of the single family homes at which asbestos has been identified. More detail about the air monitoring component of the bid is described in the Environmental Controls section below.

The Contractor shall protect all public sidewalks, curbs and streets. No debris or equipment shall obstruct any public sidewalk, street, or other public way at any time. Any damage to these improvements is the responsibility of the Contractor to repair or replace.

The Village will inspect each lot after demolition of the residential structures. No bricks, boards, glass, or other debris shall remain on site at time of this inspection. Seed and straw must be installed prior to this inspection. It is recommended that the Contractor call for inspection PRIOR to removing equipment from the site. Sidewalk, curb and street condition will also be noted at this time. The Village inspection is mandatory.

Safety Precautions

The Contractor shall avoid hazards to persons and property, and shall avoid interference with the use of adjacent properties or interruption of free passage to and from such properties. Care shall also be taken to prevent the spread of dust and flying particles. Once demolition is started on a residential structure, work shall continue until completed. If work is interrupted prior to completion, the Contractor shall secure the site with suitable fences or barricades of sufficient size and strength to protect the public from injury and prevent entrance to the site.

Utility Services

Gas and electric services shall be removed by request of the Village of Park Forest prior to the start of demolition. Therefore, this is not part of this contract. However, it is the Contractor's responsibility to affirm that utilities have been terminated prior to commencing work. Further, any damage to the remaining equipment or fixtures of a utility caused by work in connection with the demolition project shall be repaired at the expense of the Contractor.

Sewer lines within each property shall be removed by the Contractor and the sewer service line sealed with a watertight plug at the inside line of the sidewalk or property boundary. All work shall be performed consistent with the Thorn Creek Basin Sanitary District's specifications (see Appendix B). A painted or flagged 2" x 4" marker should be placed at the location where the sewer line was plugged. Note that District inspections are free of charge.

The Village shall ensure that water is shut off to each property prior to demolition. However, the Contractor shall be responsible for removing the water line and terminating water service at the valve or buffalo box. When demolition is completed and before the water line is buried, the Contractor shall notify the Village for an inspection of the work.

Burning and Use of Explosives

The Contractor, including its representatives or employees, shall not burn or cause to be burned, at any time, within the site of the work any paper, wood, or other combustible refuse, waste or other material resulting from wrecking or other operations under this Contract.

The use of explosives in the performance of the work under this Contract shall not be permitted under any conditions.

Environmental Controls

The Contractor shall implement and maintain the applicable best management practices for erosion and sedimentation control and stormwater management in conformance with the stormwater pollution prevention plan submitted and prepared under the Village's NPDES non-point source pollution permit (see Appendix D). **All costs associated with compliance with this plan must be included in the bid.**

All existing trees on each site shall be protected during the demolition and site clearance with the exception of Ash trees and other identified problem trees. All trees that must be removed as part of this Contract are identified in Appendix A. **All costs associated with the removal of these trees must be included in the bid**, including removal of silt fences after new grass has sufficiently stabilized the soil on the site.

Upon completion of work, the premises shall be left in a satisfactory condition. Cleaning of the premises shall include the removal and disposal of any rubbish, refuse or other trash lying within the property's boundary lines whether or not such conditions resulted from work under this Contract. The cleared area and any disturbed portions of the properties shall be graded and seeded prior to leaving the site. Invasive plants shall not be introduced to the site. Disturbed areas of the lot must be seeded and straw-covered. Seed and straw must be installed prior to requesting final inspection.

All internal combustion equipment shall be outfitted with effective mufflers and engine idling shall be minimized.

The generation of dust during building demolition shall be controlled by water, temporary enclosures, or other approved methods. Water shall be applied to exposed particulate material to control dust. The load compartments of trucks hauling dust-generating materials shall be covered. The indiscriminate use of water from sources in the neighborhood will not be permitted. However, water can be obtained from the Village Public Works yard with prior approval and a hydrant meter. **The estimated cost of the use of Village water, if any, must be included in the bid.**

As noted above, **air monitoring is required at each property where asbestos abatement has occurred (see Appendix A), and all costs associated with this requirement must be included in the bid. The bid shall also include a certification that the bidder has on staff an air sampling professional with the required qualifications** as described in the attached section of the Illinois Administrative Code, Section 855.220 (d). Air monitoring must consist of the following elements:

- 1) Air sampling shall be conducted consistent with the attached section of the Illinois Administrative Code, Section 855.220 (c).
- 2) Final clearance reports shall be prepared and submitted for abatement and air monitoring activities including, as applicable, the following information:
 - a. Building name, address, and detailed description of the abatement project
 - b. A brief description of the building construction and mechanical systems
 - c. Date(s) of the abatement project
 - d. The asbestos contractor and supervisor responsible for the abatement
 - e. Air sample data, which shall be presented in tabular form and contain the following information, at a minimum: sample number; sample date; sample description (ex. background, personal area, clearance); sample location; and results. Air sample data sheets, chain of custody forms and analytical data shall be presented as appendices.
 - f. All air and bulk sample locations are to be noted on sketch drawings of the house prepared by the Contractor. The drawings prepared by the Contractor shall be included as attachments or appendices.
 - g. Contractor closeout, such as worker certifications, asbestos abatement permit, regulatory inspection notifications, and waste disposal manifests shall be presented as appendices.
 - h. The Contractor shall also include the name of the Air Sampling Professional (ASP) along with applicable certification number(s), and certificate expiration dates.
 - i. Final clearance reports must be submitted to the Village no later than 14 working days after the inspection date.

Damage or Theft

The Village shall not be responsible for the condition of any structure or its contents thereof, including but not limited to salvageable furnishings, fixtures, equipment or materials; nor is any value implied thereof. The Village shall not be responsible for any loss resulting from the damage, destruction, theft or removal of any salvageable item from the premises; nor shall the Contractor be entitled to any allowance or other compensation from such loss.

Time of Performance

Time is of the essence in the completion of this project. All work must be completed **no later than November 29, 2013**. Therefore, asbestos abatement and tree removal shall start within five (5) work days after the Contract documents are fully executed. Demolition shall begin immediately after the expiration of the mandatory waiting period under the stormwater pollution prevention plan.

All residential structures shall be demolished and each property left in satisfactory condition, within five (5) work days of the start of demolition at the individual property. Demolition activities shall be limited to Monday through Friday, from 7 am to 6 pm. If demolition activities need to occur on Saturdays in order to meet the time constraints of this contract, permission must be granted from the Village.

Permits

The Contractor shall obtain all required federal, state, county, and local permits prior to starting the demolition work. A demolition permit is required from Cook County and the Village of Park Forest. When asbestos must be removed, Cook County also requires a permit for asbestos removal. Village demolition permits will not require a fee. **A contract allowance will be provided for the Cook County permit fees.**

Removal of Asbestos and Other Contaminated Materials

Asbestos testing has been conducted at each residential structure included within this request for bids. Those structures where asbestos was found are noted in Appendix A. The detailed results of the asbestos testing are available on the Village web site. **The Contractor is expected to bid on the removal of asbestos at those properties which contain asbestos**, and to ensure the proper removal of asbestos during the demolition process. Asbestos removal shall be performed by a qualified contractor licensed by the State of Illinois. Disposal of asbestos material shall be performed in accordance with all applicable state and local regulations. Proper safeguards shall be initiated to reduce the emission of dust during demolition, handling and transport of asbestos containing material.

Any other contaminated materials discovered or generated during demolition shall be managed in a manner approved by the Village.

If a spill of fuel or other hazardous material should occur during any part of the demolition process, the Contractor shall employ spill mitigation materials immediately, and the Village shall be notified immediately.

Recycling/Salvage

The Contractor shall comply with the Cook County Demolition Debris Diversion Ordinance and provide the Village with copies of all documentation required by the County Ordinance.

Format and Receipt of Bids

While this is a Lump Sum bid, **each bid must provide unit prices for the demolition of each residential structure that includes a bid for demolition and a separate bid for asbestos removal**, when required. The Bidder must provide background information about its firm and any subcontractors that will be used, including a subcontractor for asbestos removal, for air monitoring, and for tree removal.

Bidders should review the Contract Documents carefully and acknowledge with their bid that all terms of this contract will be met if selected.

Award of Contract

The Village reserves the right to review all bids submitted for a period of thirty (30) days after the date of submission, and by submitting a bid, the Bidder agrees that the amount specified in its bid shall remain in full force and effect from such thirty (30) day period. No Bidder shall modify, withdraw or cancel its bid or any part thereof for thirty (30) days after the bids have been opened, and no attempted modification, withdrawal, or cancellation shall be valid. The Contract shall be deemed as having been awarded when formal motion for award is approved by the Village Board of Trustees at a lawful meeting of the Village Board of Trustees, which is expected to occur on September 23, 2013. The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Bidder, in the event that sufficient funds to complete the Contract are not available.

A firm, fixed-price Contract award will be in writing to the lowest responsive and responsible Bidder.

**APPENDIX A
RESIDENTIAL STRUCTURES TO BE DEMOLISHED**

NUMBER	ADDRESS	PIN	Asbestos Testing Status	Trees to be Removed
241	Arcadia	32-30-208-014-0000	4-29-2013 Asbestos Present	Dead tree in side yard, Poplar in back yard, dead scrub tree behind garage
5	Apache	32-30-209-002-0000	4-29-2013 Asbestos Present	None
233	Arrowhead	32-30-207-008-0000	4-29-2013 Asbestos Present	None
5	Antioch Pl	32-30-206-020-0000	4-29-2013 Asbestos Present	None
225	Allegheny	32-30-205-001-0000	4-29-2013 Asbestos Present	None
239	Arrowhead	32-30-207-011-0000	4-29-2013 Asbestos Present	Maple in back yard

APPENDIX B
Thorn Creek Basin Sanitary District
Specifications for Sewer Service Disconnect

Ordinances of the Thorn Creek Basin Sanitary District require that when a building or buildings served by the District are demolished, every sewer service connection to the building(s) shall be capped by the property owner. The District shall inspect each sewer connection cap prior to backfilling.

The sewer service connection (pipe) shall be saw-cut to provide an even edge around the pipe. The pipe itself shall be exposed a minimum of two (2) feet. The pipe shall be capped by installing a flexible rubber end cap. A link to a manufacturer of these flexible rubber end caps is as follows. <http://www.missionrubber.com/Products/EndCaps.php> Then place grout over and end cap. Where the service line has no structural integrity and installing of a flexible end cap is not possible, the opening should be grouted filling both the inside of the opening and an amount on the outside of the opening so the plug does not slide down the opening.

The District requires 48 hours notice of the placement of the flexible rubber end cap and the grouting and the District must witness the placement of the flexible rubber end cap and the grout. District inspection after the capping is unacceptable and will require re-excavation of the pipe. Call (708)754-0525 x14 at least 48 hours in advance of the capping to schedule an inspection. Leaving a voice mail message does not constitute proper notice.

APPENDIX C

PREVAILING WAGES FOR PUBLIC WORKS IN COOK COUNTY, ILLINOIS

Cook County Prevailing Wage for August 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMM. ELECT.		BLD		38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN		ALL		34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN		ALL		43.000	46.000	1.5	1.5	2.0	12.83	14.27	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD	1	46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	2	44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	3	42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	4	40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	5	49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	6	47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	7	49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	5	52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	1	44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	2	43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	3	41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	4	40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	5	39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	6	47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	7	45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770

PAINTER SIGNS	BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER	BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
PLASTERER	BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER	BLD		45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER	BLD		38.950	41.950	1.5	1.5	2.0	8.280	9.190	0.000	0.430
SHEETMETAL WORKER	BLD		41.210	44.510	1.5	1.5	2.0	10.48	19.41	0.000	0.660
SIGN HANGER	BLD		30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER	BLD		49.200	51.200	1.5	1.5	2.0	10.75	8.350	0.000	0.450
STEEL ERECTOR	ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
TERRAZZO FINISHER	BLD		36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON	BLD		39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON	BLD		41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR	HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend:

RG (Region)
TYP (Trade Type - All Highway, Building, Floating, Oil & Chip, Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Monday-Friday)
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

COOK COUNTY

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

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime

Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached

pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding

Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

APPENDIX D
STORMWATER POLLUTION PREVENTION PLAN

See Separate Document

APPENDIX E

PUNCH LIST ITEMS TO BE COMPLETED PURSUANT TO SECTION 108.3.b OF THE CONTRACT

Address	Street	Issues
237	Arcadia	Remove silt fence
239	Arcadia	Remove silt fence
244	Arcadia	Remove silt fence Top dress soil and reseed trench area and removed Driveway area
247	Arcadia	Remove silt fence Top dress soil and reseed removed Driveway area
231	Allegheny	Remove silt fence Top dress soil and reseed trench area
7	Apache	Remove silt fence Remove excelsior roll Top dress soil and reseed trench area
18	Apache	Remove silt fence Top dress soil and reseed removed driveway area
305	Seneca	Remove silt fence and excelsior roll Top dress soil and reseed front lawn area and removed driveway apron in parkway
299	Allegheny	Remove silt fence stakes Top dress soil and reseed 2 trench areas
242	Allegheny	Remove silt fence
241	Arrowhead	Remove silt fence
243	Arrowhead	Remove silt fence
511	Homan	Remove silt fence Top dress soil and reseed parkway area
204	Allegheny	Remove silt fence
229	Allegheny	Remove silt fence Clear side along Garage as requested as trees to be removed

- 246 Allegheny Remove silt fence
Ruts in Parkway need regrading
Top dress soil and reseed trench area, park way and removed Driveway area
- 265 Allegheny Remove silt fence
Ruts in parkway need regrading
Top dress soil and reseed trench area, rutted area, and removed Driveway area
- 2 Apache Replace 2 squares of damaged sidewalk across drive area
Top dress soil and reseed trench area and parkway area
- 259 Arrowhead Remove silt fence
Ruts need to be regraded
Top dress soil and reseed trench area and rutted area
- 242 Arrowhead Remove silt fence
Remove dead trees as requested as trees to be removed
- 240 Arrowhead Remove silt fence
219 Arrowhead Remove silt fence
Top dress soil and reseed trench area
Top dress soil and reseed private sidewalk area removed out to public walk @ West property I
- 303 Oswego Remove silt fence
Ruts need to be regraded
Replace 4 squares of damaged sidewalk across drive area
Top dress soil and reseed rutted areas and removed driveway area
Remove dead spruces and any other trees as requested to be removed

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES
PARK FOREST, IL

Village Hall

7:00 p.m.

September 23, 2013

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Resolution: A Resolution Authorizing the Disposal of Personal Property Owned by the Village of Park Forest (GMC Suburban)
2. Resolution: A Resolution Authorizing the Disposal of Personal Property Owned by the Village of Park Forest (Ambulance)
3. Resolution: A Resolution Recognizing and Thanking Ken Eyer for his Dedicated Service to the Village of Park Forest
4. Resolution: A Resolution Recognizing and Thanking Michael McNamara for his Dedicated Service to the Village of Park Forest
5. Resolution: A Resolution Awarding a Contract for Demolition of Six Vacant, Blighted Residential Structures and Authorizing the Village Manager to Execute the Contract

DEBATABLE:

6. Ordinance: An Ordinance Amending the Closing Hours for Dunagains Irish Pub, located at 90 S. Orchard Drive (First Reading)

Adjournment

NOTE: Copies of Agenda Items are Available in the Lobby of Village Hall and on the Village website www.villageofparkforest.com Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708)748-1129 or via e-mail at sblack@vopf.com. Every effort will be made to allow for meeting participation.

MOTIONS

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. MOVED, that the Mayor and Board of Trustees adopt a Resolution Authorizing the Disposal of Personal Property Owned by the Village of Park Forest (GMC Suburban)
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Authorizing the Disposal of Personal Property owned by the Village of Park Forest (Ambulance)
3. MOVED, that the Mayor and Board of Trustees approve a Resolution Recognizing and Thanking Ken Eyer for his Dedicated Service to the Village of Park Forest
4. MOVED, that the Mayor and Board of Trustees approve a Resolution Recognizing and Thanking Michael McNamara for his Dedicated Service to the Village of Park Forest
5. MOVED, that the Mayor and Board of Trustees approve a Resolution Awarding a Contract for Demolition of Six Vacant, Blighted Residential Structures and Authorizing the Village Manager to Execute the Contract

9/23/13

AGENDA BRIEFING

DATE: September 11, 2013

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre,
Assistant Director of Public Works

**RE: A RESOLUTION RECOGNIZING AND THANKING KEN EYER FOR
 HIS DEDICATED SERVICE TO THE VILLAGE OF PARK FOREST**

BACKGROUND/DISCUSSION: After 12 years at the Village of Park Forest, Ken Eyer, Director of Public Works, has decided to retire. The attached resolution recognizes his career of public service to the citizens of Park Forest. It was drafted by the Staff of the Public Works Department.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of September 23, 2013, for your consideration.

**A RESOLUTION RECOGNIZING AND THANKING KEN EYER FOR HIS
DEDICATED SERVICE TO THE VILLAGE OF PARK FOREST**

WHEREAS, prior to coming to work for the Village of Park Forest, Ken Eyer served in the Air Force Reserve from 1966 to 1972, graduated from the University of Illinois Chicago with a Bachelor of Science in Engineering and had worked for the Cook County Highway Department for 30 years; and

WHEREAS, when Ken came to Park Forest in 2001, his experience, knowledge and ability to see the “Big Picture” were immediate assets to the Village’s Public Works operations; and

WHEREAS, his intergovernmental coordination skills resulted in major State and County roadway, water main and street lighting projects being carried out to the benefit of Park Foresters along Sauk Trail and Western Avenue; and

WHEREAS, Ken was astute in understanding the significance of Federal Aid Routes and how the designation of such routes would open the door to substantial grant-funding roadway projects that were completed in recent years along Central Park Avenue, Blackhawk Drive, Lakewood Boulevard, Indianwood Boulevard and Orchard Drive and are in line to be completed on the south portion of Indianwood and Illinois Street in the coming years; and

WHEREAS, under Ken’s direction, the planning, design and construction of the Village’s new Water Plant came on line in 2007, the Autumn Ridge Water Tower was built to address water service and fire flow needs and much needed street light replacement was carried out in the Eastgate Neighborhood, along Indianwood Boulevard and in “M” Street neighborhood; and

WHEREAS, Ken’s team oversaw the demolition of much blighted commercial property, including Marshall Fields, Wildwood School, Norwood Square Shopping Center, a commercial building in the Downtown, and 3200 Lincoln Highway; and

WHEREAS, during Ken’s tenure, he oversaw the construction of the new Public Works Maintenance Garage and the rehabilitation of the nearby Excess Flow Facility, and

WHEREAS, other projects of note included the design and replacement of multiple water and sewer main replacement and improvement projects along with the currently ongoing replacement of Thorn Creek Bridge; and

WHEREAS, the vast majority of the tremendous list of public infrastructure projects noted herein capitalized on Ken’s shrewd ability to channel state and federal grant funding opportunities to the benefit of Park Forest; and

WHEREAS, Ken has long been a respected member in good standing with the American Public Works Association, the American Water Works Association, the Illinois Section of the American Water Works Association, and the Suburban Public Works Directors Association; and

WHEREAS, through his 12 years with the Village and cumulative 42 years in public service, Ken found time to be a well-rounded family man with his wife of 42 years, Pat, their 3 sons, Craig, Keith and Mike, and their 9 grandchildren; and

WHEREAS, Ken would either deny involvement in any of the accomplishments noted above, push the spotlight of recognition toward the Public Works crew or others on Village Staff, or simply say “I was just doing my job”; and

WHEREAS, Ken Eyer is retiring to spend more time in pursuit of his hobbies such as photography, computers, traveling, and most importantly, spending time with his wife and family.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the deepest appreciation of the Board of Trustees and the citizens of Park Forest be expressed to Ken Eyer for a “job well done” with his years of dedicated service to the residents of Park Forest. **BE IT FURTHER RESOLVED** that the Board wishes Ken a long, happy, healthy retirement during which he enjoys his family and other interests.

ADOPTED this 23rd day of September, 2013.

APPROVED:

ATTEST:

Mayor

Village Clerk

VILLAGE OF PARK FOREST

MEMORANDUM

**TO: John A. Ostenburg, Mayor
Village Board of Trustees**

**FROM: Thomas K. Mick,
Village Manager**

DATE: September 23, 2013

**RE: A RESOLUTION THANKING MIKE MCNAMARA FOR HIS
DEDICATED SERVICE TO THE VILLAGE OF PARK FOREST**

BACKGROUND/ DISCUSSION:

After more than 32 years of service to the residents of Park Forest, Park Forest Police Deputy Chief Michael McNamara is retiring. The attached Resolution recognizes his career with the Village and wishes him well in his retirement.

SCHEDULE FOR CONSIDERATION:

This issue will be on the Consent Agenda of the September 23, 2013 Regular Meeting for Board consideration and approval.

A RESOLUTION THANKING MIKE McNAMARA FOR HIS DEDICATED SERVICE TO THE VILLAGE OF PARK FOREST

- WHEREAS** Mike McNamara grew up in the towns of Dwight and Elgin, and graduated from Larkin High School; and
- WHEREAS** Mike McNamara served as a part-time Police Officer for the Village of Richton Park from 1980 to 1981; and
- WHEREAS** Mike McNamara joined the Park Forest Police Department on July 6, 1981, was promoted to the rank of **Corporal** in 1986, to the rank of **Sergeant** in 1991, to **Commander** in 1998 and twice served as the Commander of the Investigation's Division; and
- WHEREAS** Mike McNamara earned his Master's Degree in Criminal Justice from Chicago State University and graduated from the 179th session of the FBI National Academy in Quantico, Virginia; and
- WHEREAS** Mike McNamara, while in the Investigations Division, handled over fifty child abuse cases, including several high profile cases in which "**serial abusers**" were arrested and convicted; and
- WHEREAS** Mike McNamara took an interest in Karate early on in his life and became a 5th degree Black Belt, was inducted into the Illinois State Martial Arts Hall of Fame, the Latin American Martial Arts Society Hall of Fame, Official Karate Magazine Hall of Fame, received the Living Legend Signature Award from the Sport Karate Martial Arts Hall of Fame, and continues to judge and referee professional fights; and
- WHEREAS** Mike McNamara was promoted to the rank of **Deputy Chief** in 2006 serving as the head of both the **Administrative** and **Field Operations** divisions; and
- WHEREAS** Mike McNamara in 1997 formed the not for profit Organization "**Licensed for Life**", with the sole goal being the prevention of underage drinking and driving, and has personally made more than 4,000 presentations throughout the United States for that program; and
- WHEREAS** Mike McNamara has participated in the **World Fire and Police** games for more than 25 years in six different countries on three different continents, and is the all-time individual medal winner in its history in the sport of Karate, with his most recent medal being this year with the games being held in Ireland; and
- WHEREAS** Mike McNamara was a member of the Executive Board of the **LaRabida Children's Advocacy Center** and was instrumental in bringing them to Park Forest as their south suburban home; and

WHEREAS Mike McNamara has received, throughout his career, dozens of Letters of Commendation, seven (7) Meritorious Service Awards, twelve (12) Outstanding Service Awards, a Term Award and was the Police Department's **Officer of the Year** in **1990** and then again in **1999**; and

WHEREAS after more than 32 years of loyal and devoted service to the Village of Park Forest and its residents, "**MAC**" will retire on October 1st, 2013 to spend more time with his children, his grand-children and his passion, the "*License for Life*" program and to enjoy having time off.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the warmest appreciation of the Board, on behalf of the residents and businesses of the Village of Park Forest, be expressed to Mike McNamara for his years of service to the Village of Park Forest.

BE IT FURTHER RESOLVED that the Mayor and the Board wish Mike McNamara the best of luck as he sets out on whatever new path he chooses to follow, and may he take time out to enjoy time with his children, grandchildren, family and friends.

ADOPTED this 23rd day of September, 2013

APPROVED:

ATTEST:

Mayor

Village Clerk

VILLAGE OF PARK FOREST

TO: John A. Ostenburg, Mayor
Village Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

DATE: September 19, 2013

RE: An Ordinance Amending the Closing Hours for Dunagains Irish Pub, located at 90 S. Orchard Drive

BACKGROUND/DISCUSSION:

Bob and Amy Gain have requested a change in the operating hours of Dunagains Irish Pub to permit the tavern to remain open until 3:00 a.m. on Fridays. Section 6-5(d) of the Village Code of Ordinances specifies that licensed retailers of alcoholic liquors may stay open until 3:00 a.m. on Saturdays and Sundays, but may stay open only until 2:00 am on all other days of the week. A similar approval to stay open until 3:00 a.m. on Fridays was granted to the Sapphire Room, LLC.

The letter of request from the business owners is attached.

SCHEDULE FOR CONSIDERATION:

This item will be on the Board Regular agenda for first reading on September 23, 2013.

ORDINANCE _____

**AN ORDINANCE AMENDING THE CLOSING HOURS FOR
DUNAGAINS IRISH PUB, 90 S. ORCHARD DRIVE,
PURSUANT TO CHAPTER 6 (“ALCOHOLIC BEVERAGES”),
ARTICLE I (“IN GENERAL”), SECTION 6-5 (“CLOSING HOURS”)
OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

WHEREAS, the Code of Ordinances of the Village of Park Forest (“Village Code”) provides for the hours during which licensed retailers of alcoholic liquor for consumption on the premises are permitted to sell, or permit to be sold or given away; and

WHEREAS, Dunagains Irish Pub, located at 90 South Orchard Drive in the Village of Park Forest (“Village”), currently holds a Class A liquor license which authorizes the retail sales of alcoholic liquors by a tavern for consumption on the premises and in package quantities for consumption off the premises; and

WHEREAS, Bob and Amy Gain, the owners of Dunagains Irish Pub, have requested a change in the closing hours to permit the establishment to remain open on Fridays until the hour of 3:00 a.m.; and

WHEREAS, Dunagains Irish Pub has operated under its current liquor license in a responsible manner with no violations of the Village’s liquor licensing regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, that:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Closing Hours Amended. The Applicant is granted approval to sell or deliver alcoholic liquor and to allow consumption of alcoholic liquor until 3:00 a.m. on Fridays pursuant to Section 6-5(d) of the Village Code pursuant to the approved Class A liquor license.

Section 3. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed this _____ day of _____, 2013.

APPROVED:

MAYOR

ATTEST:

CLERK



Dunagains Irish Pub
90 S. Orchard Dr.
Park Forest IL 60466
708-747-0999

Sep 12, 2013

To Village Board Members,

Members of the board; Dunagains Irish Pub would like to formally request an hour change at our establishment at 90 S. Orchard Drive, Park Forest. We are asking for permission to stay open until 3:00 am Friday morning (closing of Thursdays' business day) in contrast to current village code. We understand, recently; a similar request had been granted to another business within the village and Dunagains Irish Pub humbly requesting similar consideration.

We thank you in advance for your time and consideration of our request. Please feel free to contact either of us directly to answer any questions you may have of this request.

Sincerely,

Bob and Amy Gain

Owners

Dunagains Irish Pub

Bob's Cell: 708-297-6223

Amy's Cell: 260-235-0354