

INVITATION FOR BID

RFB # 217016

BID DOCUMENTS AND SPECIFICATIONS

MANHOLE REHABILITATION

FOR THE MUNICIPALITIES OF:

ARLINGTON HEIGHTS AND GLENVIEW



**VILLAGE OF GLENVIEW PURCHASING
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Office of the Purchasing Analyst, Administrative Services Department, Glenview Village Hall, 2500 East Lake Avenue, Glenview, IL 60026 until 2:30 p.m. local time on March 30, 2017, and then at said office publicly opened and read aloud for the following:

RFB NO: 217016 RFB ON: MANHOLE REHABILITATION

Scope of work includes: epoxy coatings of manhole structures, internal chimney installation and bench and trough repair in various locations throughout the Village of Glenview and Village of Arlington Heights.

Plans, specifications and bid forms may be obtained at the Village of Glenview Administrative Services Department, Glenview Village Hall, 2500 E Lake Ave., Glenview, Illinois, 60026, or by calling (847) 724-1700.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Glenview for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

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

Offers may not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Village.

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

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

Dated: May 18, 2017
Hannah Bresson
Purchasing Analyst



SCHEDULE OF PRICES

REQUEST TO BID CONTRACTOR INFORMATION

Company Name: _____

Submit one (1) original and one (1) copy

Address: _____

City, State, Zip Code: _____

RFB #217016 MANHOLE REHABILITATION

Per the specifications identified herein

RETURN WITH BID

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

Item No.	Items	Unit	Quantity	Unit Price	Total
ITEM A - MANHOLE REHABILITATION					
1	INTERNAL CHIMNEY SEAL	EA			
2	BENCH AND TROUGH REPAIR	EA			
3	DEPTH CLASSIFICATION A - EPOXY MANHOLE (4' DEEP TO 5' 11" DEEP)	EA			
4	DEPTH CLASSIFICATION B - EPOXY MANHOLE (6' DEEP TO 7' 11" DEEP)	EA			
5	DEPTH CLASSIFICATION C - EPOXY MANHOLE (8' DEEP TO 9' 11" DEEP)	EA			
6	DEPTH CLASSIFICATION D - EPOXY MANHOLE (10' DEEP TO 11' 11" DEEP)	EA			
7	DEPTH CLASSIFICATION E - EPOXY MANHOLE (12' DEEP TO 13' 11" DEEP)	EA			
8	DEPTH CLASSIFICATION F - EPOXY MANHOLE (16' DEEP TO 18' DEEP)	EA			
TOTAL ITEM A - MANHOLE REHABILITATION					

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

<SIGNATURE PAGE FOLLOWS>

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature: _____ **Company Name:** _____

Typed/Printed Name: _____ **Date:** _____

Title: _____ **Telephone Number:** _____

E-mail _____

1. DEFINITIONS

- 1.1. Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.
- 1.2. Option or Alternate Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.
- 1.3. Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

- 1.4. Option Price** is a base bid price that may be accepted in lieu of the base bid.

2. RESPONSIVE BID

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

3. UNBALANCED BIDDING

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

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

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities, the right is reserved to reject such bid at the discretion of the Municipalities.

4. DOCUMENT OBTAINED FOR OTHER SOURCES

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

5. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions via email to: hbresson@glenview.il.us. Questions are required **no later than 4:00 P.M. on May 26, 2017**.

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

The Village of Glenview recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information or that the schedule for receipt and evaluation of Bids will be modified to accommodate such request.

6. CONTACT WITH VILLAGE PERSONNEL

All bidders are prohibited from making any contact with the Municipalities President, Municipalities Trustees, or any other official or employee of the Municipalities (collectively, "Personnel") with regard to the project, other than in the manner and to the person(s) designated herein. The Municipalities Manager reserves the right to disqualify any bidder found to have contacted Personnel in any manner with regard to the project. Additionally, if the Municipalities Manager determines that the contact with Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

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

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

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

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

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

8. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing

- Compliance with specifications
- Bidder must be a certified applicator with Raven Lining Systems
- References (Complete the Reference Sheet included herein)
- Previous Municipal Experience (5 years)
- Submittal compliance
- Experience
- Submittal of required documentation

Please identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein.

Failure to provide references as identified may result in the bid being considered non-responsive with no further consideration for award.

9. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Municipalities will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

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

10. MODIFICATIONS/WITHDRAWAL

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Municipalities Board of Trustees.

11. CHANGE ORDERS

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

11.1.In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

11.2.The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

11.3.Detailed written Requests for Change Orders ("Change Order") must be submitted to the Purchasing Department. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Where major cost items are subcontracts, they shall also be itemized. Requests will be reviewed by the Purchasing Department.

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

11.5.A written Change Order must be issued by the Purchasing Department prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

12. SILENCE OF SPECIFICATIONS

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

13. HOLD HARMLESS

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

14. CHANGE IN STATUS

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

15. TERMINATION

The Municipalities reserves the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipalities for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

16. TERMINATION FOR DEFAULT

The Municipalities reserve the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Municipalities, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

17. AFFIDAVITS

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

- 17.1.References
- 17.2.Disqualification of Certain Bidders
- 17.3.Affidavit/Anti-collision
- 17.4.Conflict of Interest Form
- 17.5.Tax Compliance
- 17.6.Identification of Subcontractors
- 17.7.Participation Affidavit

18. REFERENCES

Bidders shall provide references that demonstrate their ability to perform services identified herein. Please include on the reference sheet current and/or previous municipalities you have provided services for within

the last five (5) years. Bidder must have a minimum of 5 years prior experience providing similar services.

The Municipalities reserve the right consult references, financial statements and any other resources to determine the capability of the bidder.

19. SUBCONTRACTORS

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

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

Failure to identify subcontractors could result in disqualification.

20. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the bidding process may do so by giving written notice to the Village of Glenview Purchasing Department within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Purchasing Department. The decision of the Purchasing Department or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Department.

21. PRECEDENCE

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

22. JURISDICTION, VENUE, CHOICE OF LAW

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.

23. NON-ENFORCEMENT BY THE MUNICIPALITIES

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

24. INDEPENDENT CONTRACTOR

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

1. CONTRACT BONDS

Contractors shall furnish a performance bond and a payment bond, or a non-diminishing irrevocable bank letter of credit for contracts under \$100,000 within ten (10) calendar days after being notified that they are the successful bidder:

- 1.1. A performance bond satisfactory to the Municipalities, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to one-hundred percent (100%) of the contract price as security for the faithful performance of the contract;
- 1.2. A payment bond satisfactory to the Municipalities, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to one-hundred percent (100%) of the contract price as security to assure payment as required by statute of all persons supply labor and material in the execution of the work provided for in the contract;
- 1.3. Documents required by this section must be received and approved by the Municipalities before a written contract will be issued.
- 1.4. All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

2. PREVAILING WAGE

All contracts, for work herein are subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed prevailing wage information prior to the date of the contract shall be in force for the duration of the contact.

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 *et seq.* and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

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

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488).

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

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

4. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Municipalities before the final voucher on the contract is issued.

5. INSURANCE

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

The following are the types of coverage you must obtain, maintain throughout the duration of the Contract and the Work, and provide proof of:

5.1. Workers' Compensation and Employer's Liability Insurance with limits not less than:

- Worker's Compensation: Statutory;
- Employer's Liability:
 - \$1,000,000 injury – per occurrence
 - \$1,000,000 disease – per employee; and
 - \$1,000,000 disease – policy limit.

Such insurance shall evidence that coverage applies in the State of Illinois.

5.2. Comprehensive General Liability ("CGL") in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists: Premises/Operations, Contractual Liability (must expressly cover the indemnity provisions of the Contract), Products/Completed Operations for two years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained

- by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or
- by another person, and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

The minimum limits of CGL insurance shall be as follows:

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

5.3. Automobile Liability Insurance ("Auto Liability") shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any vehicle whether owned, non-owned (including leased or borrowed), or hired. All of Contractor's employees shall be included as insureds.

The minimum limits of this policy shall be:

Bodily Injury and Property Damage Combined Single Limit \$1,000,000

5.4. Umbrella Liability Insurance (“Umbrella”) If an umbrella policy is maintained by the vendor, the policy must provide excess coverage over underlying insurance such that when any loss covered by the primary policy exceeds the limits under the primary policy, the umbrella policy becomes effective to cover such loss.

5.5. The Municipalities shall be named as an Additional Insured and Cancellation Notice Recipient on Contractor’s CGL (required), Auto liability (required), and Umbrella policies (if applicable). Contractor shall provide the Municipalities with a Certificate of Insurance and separate endorsements from Contractor’s insurance carrier showing compliance with this requirement. Specifically, Contractor shall provide such endorsements:

- naming the Village as Additional Insured on all policies,
- providing that Contractor’s insurance under each policy shall be primary and noncontributory, and
- providing that the Village shall receive 30 days’ advance notice of cancellation of any policy.

The Municipalities shall be identified as follows on the Certificate of Insurance and on all endorsements: “The Village of Glenview or Village of Arlington Heights and its elected and appointed officials, employees, agents, consultants, attorneys, and representatives.” Further, the Certificate of Insurance must include the following language: “The Village of Glenview or Village of Arlington Heights and its elected and appointed officials, employees, agents, consultants, attorneys, and representatives are and have been endorsed, as an additional insured under the above referenced policy numbers _____, on a primary and non-contributory basis for general liability, automobile liability, and umbrella liability coverage for the duration of the contract term.”

5.6. The Contractor shall provide the Municipalities with the Certificates of Insurance and policy endorsements evidencing the above required insurance, prior to commencement of this Contract, and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices, Certificates of Insurance, and policy endorsements shall be provided to: Village of Glenview Purchasing Department, 2500 East Lake Avenue, Glenview, IL 60026 or Village of Arlington Heights Purchasing Department, 33 S. Arlington Heights Road, Arlington Heights, IL 60005.

5.7. Failure to Comply: The Municipalities will not issue a notice to proceed to Contractor until Contractor has complied will all provisions set forth above. Additionally, Contractor’s failure to comply with all requirements set forth above shall be a material breach and event of default under the Contract, and the Municipalities may pursue any and all remedies for such default under the Contract, including, without limitation, immediate termination of the Contract. In the event the Contractor fails to obtain or maintain any insurance coverages required under the Contract, the Municipalities may, but is not required to, purchase such insurance coverages and charge the expense thereof to the Contractor.

6. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property.

7. AUDIT/ACCESS TO RECORDS

7.1. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards

in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

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

8. WARRANTY

- 8.1.** Contractor warrants to the Municipalities that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Municipalities all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.

8.2. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Municipalities shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Municipalities may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.

8.3. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

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

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

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

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

11. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, et seq.)

Contractor shall comply with all provisions of 829 ILCS 265/1, *et seq.* including having in place, and providing to the Municipalities, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on the Municipalities project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Municipalities with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

12. DISCREPANCIES

In all cases of discrepancies between the drawings and specifications, the Village of Glenview's Purchasing Department shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the Municipalities or his/her designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

13. OMISSIONS/HIDDEN CONDITIONS

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

14. FIELD MODIFICATIONS

A field modification is written by the Municipalities or his/her designee to the Contractor for purposes of

clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project.

Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the Contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

15. RESERVATION OF RIGHTS

The Municipalities reserve the right to accept the Bidder's Bid that is, in their judgment, the best and most favorable to the interests of the Municipalities and the public; to reject the low Price Bid; to accept any item to any Bidder's Bid; to reject any and all Bidder's Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Bids when to do so would not, in the Municipalities opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Bid submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Bids. The enforcement of this Reservation of Rights by the Municipalities shall not be considered an alteration of the bids.

16. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

17. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

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

18. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCCD) AND UNCONTAMINATED SOIL

The Contractor shall be aware of Public Act 96-1416, which took effect July 30, 2010 and impacts most excavation and construction projects in Illinois.

PA 96-1416 requires that all soil excavated at a project site be evaluated by a Licensed Professional Engineer and certified as "uncontaminated" material before it may leave a site.

Upon request from the Contractor each Municipality will certify as "uncontaminated" all soils excavated in their respective residential areas that has never been used for commercial or industrial purposes. The cost to the Contractor, associated with this PA 96-1416 requirement for uncontaminated soils certification, shall be considered included in the Contract.

When the Contractor encounters potentially contaminated materials in areas which in the past or currently are used for commercial or industrial purposes each Municipalities environmental consultant will determine the excavated soil and groundwater classification (uncontaminated, non-special or special waste), management and disposal of excavated material.

Removal and Disposal of any contaminated material and payments for this work shall be according to the Article 669 of the Standard Specifications and Supplemental Specification most recent (January 1, 2011) amendment and Bid Document requirements.

19. TOXIC SUBSTANCES DISCLOSURES

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

20. NON APPROPRIATIONS

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Municipalities Board of Trustees.

21. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

22. CONTRACTOR'S LICENSES

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

23. COMPETENCY OF BIDDER

If requested in writing by the Municipalities, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

24. PERMITS & LICENSES

The firm selected to perform the work must secure a Municipalities contractors' license prior to work beginning. It is the obligation of the Contractor to obtain the necessary Village, County, State and Metra licenses and permits where applicable.

25. EQUALITY/BRAND NAME

Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the Municipalities. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Municipalities demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior **written** approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Municipalities that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Municipalities shall be the sole determiner about whether a substitute item is equal to the item specified.

26. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Municipalities Purchasing Department. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Municipalities.

27. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Glenview

shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

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

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

- 100% performance and payment bonds in the amount awarded by the respective Municipality
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each Municipality for work performed

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS FOR

VILLAGE OF GLENVIEW - STATE OF ILLINOIS

MAY 2017

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

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

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

Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5. The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

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

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

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

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/2015/july/COOK9999.htm>

1. INTENT

It is the intent of the Village of Glenview (“Glenview”) and the Village of Arlington Heights (“Arlington Heights”), (collectively, “Municipalities”) to jointly bid for epoxy coatings of manhole structures, internal chimney seal installation and bench and trough repair and to award to a single Contractor to provide the Services. These manholes are located throughout the Municipalities. The Village of Glenview is conducting the bidding process on behalf of the Municipalities.

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

This RFB contains four attachments:

- **Attachment A** – Village of Glenview Locations Spreadsheet
- **Attachment B** – Village of Glenview Locations Maps
- **Attachment C** – Village of Arlington Heights Locations Spreadsheet
- **Attachment D** – Village of Arlington Heights Locations Map

2. BID PRICE

For Items 1-8, please provide pricing for the Services listed. Pricing for Items 1-8 is not-to-exceed pricing.

All pricing includes all transportation costs and equipment necessary to perform the Services. No allowances shall be made for transportation or mobilization costs and routine/standard equipment.

In the event additional equipment is necessary to perform services, the Contractor shall receive prior written approval from the Municipalities. Failure to obtain prior approval could result in non-payment by the Municipality.

The Village of Glenview or Arlington Heights reserves the right to award the bid, in part or in whole, whatever is deemed to be in the best interest of the Municipalities.

3. AWARD

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

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

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

4. TERM

The initial term of the contract shall be for one (1) year from the date of award. The Municipalities reserve the right to renew this contract for four (4) additional one (1) year periods or one (1) additional four (4) year period, subject to acceptable performance by the Contractor. At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each Municipality; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years. Written requests for price revisions after the first year period shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Municipalities reserve the right to reject a proposed price increase and terminate the agreement.

5. ESCALATION

Written requests for price revisions after the initial term shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less.

The Municipalities reserve the right to reject a proposed price increase and terminate the agreement.

6. INVOICES AND PAYMENTS

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

Invoices shall be delivered to:

Village of Glenview	Village of Arlington Heights
Attn: Peter D’Agostino	Attn: Jeff Musinski
2498 East Lake Avenue	222 N. Ridge Ave.
Glenview, IL 60026	Arlington Heights, IL 60005

7. GENERAL

All construction Work shall be in accordance with the Illinois Department of Transportation (IDOT) “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2017 (Standard Specifications); The Illinois Department of Transportation (IDOT) “Supplemental Specifications and Recurring Special Provisions” adopted January 1, 2017; The latest edition of the Federal Highway Administration “Manual on Uniform Traffic Control Devices for Street and Highways (MUTCD); The “Standard Specifications for Water and Sewer Main Construction in Illinois”, July 2009/6th edition (SS W & S); The “Occupational Safety and Health Administration (OSHA) requirements; The IDOT, Village of Glenview and Village of Arlington Heights standard details and the IDOT, Village of Glenview and Village of Arlington Heights special provisions included in the contract documents.

All references to "Owner" or "Engineer" shall be interpreted as the Director of Public Works for the Village of Arlington Heights and the Director of Public Works for the Village of Glenview or their designees. The Director of Public Works for the Village of Arlington Heights is responsible for work that takes place within the Village of Arlington Heights municipal boundaries and the Director of Public Works for the Village of Glenview is responsible for work that takes place within the Village of Glenview municipal boundaries.

All references to "Contractor" shall be interpreted as the firm, partnership, joint venture, or corporation contracting with the Village of Glenview or Arlington Heights for performance of prescribed work.

8. PROJECT SCOPE

Scope of work includes epoxy coatings of manhole structures, internal chimney seal installation and bench and trough repair in various locations as shown on attachment.

The Owner reserves the right to increase or decrease contract quantities without penalty to the contract unit costs.

9. PRECONSTRUCTION MEETING

A pre-construction meeting with the Contractor will be held to discuss all issues pertaining to this project. The contractor shall bring the following information to this meeting:

- A. The Contractor's proposed construction schedule
- B. Name of sub-contractors (if applicable) involved in this project
- C. Name and contact information of Project Manager
- D. Name and contact information of individual responsible for traffic control and maintenance
- E. Emergency Contact

10. GUARANTY / WARRANTY

By submitting a payment request, the Contractor warrants that the work covered by those payments requests has been performed in reasonable conformance with the requirements of the Contract Documents.

The request for Final Request for Payment shall be accompanied by a Maintenance Bond, made payable to the Owner, in the amount equal to ten (10%) percent of the Contract price.

The Contractor shall guarantee all work and materials furnished under this Contract against defects, failure, improper performance, and non-compliance with the terms of the Contract for a period of one year from the date of completion and acceptance by the Owner for the Work under the Contract. During the one year guaranty period, the Contractor, at his/her expense, shall repair and/or replace when so ordered by the Owner, all Work that develops defects, whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished, or workmanship performed.

The Contractor shall also repair any and all damage to existing infrastructure occurring within one year of completion and acceptance by the Owner, which is attributable to Contractor's

construction procedures and/or defects in the Work, such as post construction settlement of surfaces lawn areas.

A final warranty inspection shall be performed by the each Owner prior to the end of the warranty period and the release of the Maintenance Bond. If no deficiencies are found, the entire amount of the Maintenance Bond shall be released at the end of the one (1) year warranty period. If deficiencies are noted, the Contractor will be given notice of the repairs required. Repairs/replacements shall be completed within 30 days of written notification by an Owner or other reasonable period as approved by the an Owner. All new work which is repaired or replaced under the aforesaid warranty/guaranty provisions shall have the guarantee period extended one year from the date of the last repair/replacement.

Corrections of unsatisfactory Work shall be in accordance with the requirements of Article 107.30 and all other applicable provisions of the Standard Specifications.

If the Contractor fails to make the needed repairs before the designated date, the Maintenance Bond shall be forfeited and applied to the necessary repairs. Additional funds required for the repairs shall be the sole responsibility of the Contractor. Any funds remaining after repairs are completed and approved by the Capital Projects Department will be returned to the Contractor.

Repairs/replacements shall be completed within 30 days of written notification by an Owner or other reasonable period as approved by an Owner. All new Work which is repaired or replaced under the aforesaid warranty/guaranty provisions shall have the guarantee period extended one year from the date of the last repair/replacement.

The cost to the Contractor, associated with this One Year Guaranty requirement, shall be considered included in the Contract.

11. MOBILIZATION/DEMobilIZATION

This work shall be done in accordance with Section 671 of the Standard Specifications, except as modified herein.

No separate payment for mobilization/demobilization Work will be made.

The cost associated with movement of personnel, equipment, supplies, and incidentals to and/or from the project site shall be considered included in the contract unit prices bid for the various items involved.

12. JOB SITE SAFETY

6.1 General

The Contractor is solely responsible at all times for safety at the job site. The Contractor shall implement whatever protection measures are necessary to fully protect his/her work forces, the work forces of his/her suppliers and Subcontractors, and the general public from construction activities. Any and all safety regulations and other provisions of applicable Federal, State and local laws and building and construction codes shall be observed.

The drawings do not include standards or guidelines for construction safety. The Contractor shall be responsible for the adequacy and safety of all construction methods and the safe prosecution of the Work. Including, but not limited to forms, trench protection, protective barricades and warning lights.

The Contractor's safety responsibilities shall be in accordance with the requirements of Article 107.28 and all other applicable provisions of the Standard Specifications.

6.2 Excavation

Where adverse soil conditions warrant, utility trenches shall be stabilized. **Sloping of trench sides is not allowed**; therefore open-cut trenches shall be sheeted and braced or otherwise protected as required by Occupational Safety and Health Administration (OSHA) and the governing agency, and as may be necessary to protect life, property, or the Work, and shall be incidental to the contract and not paid for separately.

At the minimum, the construction of working shafts, trenches or manned entry shall be conducted in accordance with the Code of Federal Regulations (CFR) 29 of the U.S. Department of Labor, OSHA's Part 1926, Subpart P-excavations, Sections 1926.650, 651, 652 or Subpart S-Underground Construction, Section 1926.800, whichever is applicable.

The length of an excavated trench shall not exceed the length of pipe to be installed and properly backfilled the same day.

6.3 Fencing

No open trench or pit shall remain unprotected. It is the contractor's responsibility to backfill the trench and/or pit or erect a stable and secure six (6) foot high chain link fence around the perimeter of excavation, along with a steel plate over the excavation to prevent any access to the excavation without the Contractor's permission.

All excess excavated material and delivered material from the installation of utilities and/or road shall be removed and disposed of off-site the same day. The Contractor is not allowed to stockpile any material overnight without prior written approval from the Owner. If any material stockpiles will remain overnight, it is the Contractor's responsibility to erect a stable and secure six (6) foot high chain link fence around the perimeter of the stockpiled material. These fences shall be installed and gate/s locked at all times except when access by the Contractor is required.

The cost associated with the job-site safety, trench/pit and stockpile protection shall be considered as included in the contract unit prices bid for the various items involved.

13. SEWER FLOW BYPASSING

Sewer flows may occur during the sewer system repair Work. It shall be the responsibility of the Contractor to plan and execute, where necessary sewer bypass pumping operations sufficient to avoid causing sewer back-ups for the Owner's residential and commercial customers and to avoid illegal discharge onto land or into waterways.

If bypassing of the flow is required around the sections of sewer main affected by work done in connection with this contract, the bypass shall be made by plugging the line at a point upstream of the work zone and pumping to a downstream point or adjacent system.

Contractor shall ensure that all bypass hoses are in good, working condition, not damaged, i.e., leaking. The contractor shall also supply adequate hose length to reach the next downstream manhole prior to commencing such work. In the event that bypass hose needs to cross the roadway, the contractor will need to furnish traffic ramp and bump signage in both directions along with standard Traffic Control and Protection.

The cost associated with sewer flow bypassing shall be considered as included in the contract unit prices bid for the various items involved.

14. INTERGOVERNMENTAL AGENCIES

14.1. MWRD

The Contractor shall notify the Metropolitan Water Reclamation District (“MWRD”) Permit section field office (708/222-4055) at least two days prior to commencement of any sanitary sewer work.

15. COORDINATION WITH EXISTING UTILITIES

The Contractor, in accordance with IDOT’s Local Road LR 105 Special Provisions, shall facilitate all Cooperation and coordination of work. The Contractor shall insure engineering drawings have been submitted to the other utility (gas, electric, communication, etc.) companies for coordination purposes.

If horizontal or vertical conflicts require relocation and/or adjustment of any section of the referenced (gas, electric, communication, etc.) utility by the appropriate utility company, the Owner assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the existing underground utility. No additional compensation (from the Owner) will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the other (not by the Owner owned) utility.

16. WATER USAGE

The Work shall be done in accordance with Article 107.18 of the Standard Specifications, except as modified herein.

The Village of Glenview

The Village of Glenview will allow water to be obtained from Village-owned hydrants, as approved by the water department superintendent. The Contractor must obtain a permit and make a refundable deposit (\$750), install portable water meter and maintain a record of water quantity used (no cost for water).

The Village of Arlington Heights

A water meter will be supplied, water fees will be waived. Hydrant usage will be coordinated at the pre-construction meeting. Damage to the water meter will be compensated from the retainage before final payment.

17. REQUIRED SUBMITTALS

The work shall be done in accordance with Article 105.04 of the Standard Specifications, except as modified herein.

The Contractor shall submit to the Engineer for approval, shop drawings, product data and catalogue cuts for all precast structures, castings, epoxy material and chimney seal information prior to ordering of material.

If, during construction, any changes to the proposed utility layout are required, the Contractor shall generate detailed sketches and obtain Engineer’s approval for the proposed change, prior to commencing of any work deviating from the original engineering drawing.

18. WORK QUALITY INSPECTION

The Engineer may request the Contractor to open utility structures (manholes, vaults, etc.) for field inspection and/or "punch list" generation. The Contractor's time, equipment and labor costs associated with the Owner's work quality inspection shall be considered incidental to the unit prices bid for the various items involved.

19. CLARIFICATION

The above referenced conditions and items: Pre-Construction and Weekly Coordination Meetings, Maintenance Bond, Notifications, Mobilization/Demobilization, Coordination with other Contractors, Work Scheduling and Phasing, Sewer Flow bypassing, Safety, Required Submittals, Work Quality Inspection, as-built drawing generation, etc. are considered incidental to the Contract and will not be reimbursed. All costs shall be borne by the Contractor.

20. PAYOUT PROCEDURES

A "Monthly Application for Payment" schedule will be submitted to the Contractor at the preconstruction meeting. A monthly pencil draw meeting must be held between the Contractor's representative and the Owner's project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the Contractor the latest quantities measured by the Owner and those numbers must be used for the current billing period. If the Contractor's submitted quantities are different than those agreed to or submitted to the Owner, the Owner will proceed with the invoice approval of the lesser amount per line item (either the Contractor's itemized invoice or the inspected and approved item quantity by the Owner inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per Owner inspection requirements.

Applications for payment must be submitted on an Owner approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include: current waivers of lien, Contractor's affidavits, Contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as required by Owner. Applications for payment shall be submitted no later than Noon of the date specified under "Due to Project Manager from Contractor" on the Monthly Application for Payment Schedule. Late Application submissions will be processed by the following month's schedule.

A ten percent (10%) retainage will be held by the Owner on all contracts until all work is completed, which includes as-built drawings, punch lists, maintenance agreements and any required submittals.

Any questions pertaining to payments are to be forwarded to the project manager or the Construction Division Engineer. Contractors shall not call the Owner Finance Department with questions regarding pay applications.

The Owner's Pay Application Process is approximately six weeks from the pencil draw meeting to the issuance of checks. All checks will be mailed and no allowances will be made to hold checks for pickup.

21. PAYMENT FOR EXTRA WORK

The methods for measurements and payments of Extra work shall be in accordance with the applicable articles of Section 109 of the Standard Specifications.

Extra work shall not be started until written authorization from the Engineer is received. Extra work will be paid at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, than the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635. Extra Work shall be completed and submitted to the Engineer.
2. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

22. HOURS OF CONSTRUCTION

The Village of Glenview

Per Village Ordinance, the Contractor shall complete the Work activity between the hours of 7:00 A.M. - 7:00 P.M. Monday through Friday and 9:00 A.M. - 5:00 P.M. Saturdays. Work on Saturdays shall be coordinated and receive prior written approval by the Engineer at least 48 hours in advance. No work will be permitted on Sundays or Village observed holidays without the Engineer's prior written approval. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

The Village of Arlington Heights

Per Village Ordinance, the Contractor shall complete the Work activity between the hours of 7:00 A.M. - 7:00 P.M. Monday through Friday and 9:00 A.M. - 5:00 P.M. Saturdays. Work on Saturdays shall be coordinated and receive prior written approval by the Engineer at least 48 hours in advance. No work will be permitted on Sundays or Village observed holidays without the Engineer's prior written approval. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

23. LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES

The authority and duties of Resident Engineer in Article 105.10 of the Standard Specifications are hereby deleted. The authority of Engineer is amended as follows.

"The Engineer will be the Owner's representative during the construction period. The Engineer will furnish a Resident Project Representative (RPR) to assist the Engineer in providing job-site observation of the Contractor's Work. The RPR will assist the Contractor with interpretation of the Plans and Specifications, observe in general if the Contractor's Work is in conformity with the Contract Documents, and monitor the Contractor's progress as related to the date of completion. The Engineer will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The Engineer will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor or any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

These limitations on authority and responsibility set forth herein shall also apply to the Engineer's Consultants, Resident Project Representative and assistants."

SPECIAL PROVISION FOR CHIMNEY SEAL

Chimney seals shall be provided and installed by the Contractor. Chimney seals shall be internal, as manufactured by "Cretex Specialty Products", or approved equal, as directed by the Engineer.

This work shall be in accordance with VGES detail (U-2) and manufacturer recommendations. Chimney seal installation will extend from the cone section up to and on the new frame with both bands being tightly adhered to the structure.

Basis of Payment

1. Item # 1 in the Schedule of Prices section of this RFB is a not-to-exceed price (including all transportation, handling, equipment, labor, material, parkway and/or roadway restoration costs, disposal costs and any other costs required to fulfill the Scope of Work as identified herein) for installation of an internal chimney seal (using all new materials).

SPECIAL PROVISION FOR BENCH AND TROUGH REPAIR

After blocking the flow through the manhole and thoroughly cleaning the invert, a quick-setting patch material shall be applied in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of one-half inch (½") at the invert extending out onto the bench of the manhole sufficiently to tie into the epoxy liner to be spray applied. The finished invert shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the material. The trough shall then be coated with the epoxy liner.

Basis of Payment

Method of Measurement and Basis of Payment: This item shall be paid for at the Contract Unit Price per Each as REPAIR BENCH AND TROUGH. The Contract Unit Price shall be payment in full for performing the work and for furnishing all labor, supervision, materials, equipment, and testing necessary to complete the work.

1. Item # 2 in the Schedule of Prices section of this RFB is a not-to-exceed price (including all transportation, handling, equipment, labor, material, parkway and/or roadway restoration costs, disposal costs and any other costs required to fulfill the Scope of Work as identified herein) for Bench and Trough Repair.

SPECIAL PROVISION FOR EPOXY MANHOLE LINING (REHABILITATION OF CONCRETE AND MASONRY MANHOLES OR UNDERGROUND VAULTS WITH AN EPOXY COATING)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This specification covers work, materials and equipment required for protecting and/or rehabilitating concrete and masonry manholes and other underground vaults by monolithic spray-application of a high-build, solvent-free epoxy coating to eliminate infiltration, provide corrosion protection, repair voids and enhance structural integrity – and paid pursuant to the unit price per Items 3 to 9 in the

Schedule of Prices section of this RFB. Procedures for surface preparation, cleaning, application and testing are described herein.

1.2 REFERENCES

- A. ASTM D638 - Tensile Properties of Plastics.
- B. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
- C. ASTM D695 - Compressive Properties of Rigid Plastics.
- D. ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.
- E. ASTM D2584 - Volatile Matter Content.
- F. ASTM D2240 - Durometer Hardness, Type D.
- G. ASTM D543 - Resistance of Plastics to Chemical Reagents.
- H. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.
- I. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.
- J. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica
- K. ASTM - The published standards of the American Society for Testing and Materials.
- L. NACE - The published standards of National Association of Corrosion Engineers.
- M. SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.

1.3 SUBMITTALS

- A. The following items shall be submitted:
 - 1. Technical data sheet on each product used, including ASTM test results
 - 2. Material Safety Data Sheets (MSDS) for each product used.
 - 3. Project specific guidelines and recommendations.
 - 4. Applicator Qualifications:
 - a. Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.
 - b. Certification that the equipment to be used for applying the products has been manufactured or approved by the protective coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.
 - c. Five (5) recent references of Applicator (projects similar size and scope) indicating successful application of a high-build solvent-free epoxy coating by plural component spray application.

1.4 QUALITY ASSURANCE

- A. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the protective coating manufacturer's recommendations.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Materials are to be kept dry, protected from weather and stored under cover.
- B. Protective coating materials are to be stored between 50 degree F and 90 degree F. Do not store near flame, heat or strong oxidants.
- C. Protective coating materials are to be handled according to their material safety data sheets.

1.6 SITE CONDITIONS

- A. Applicator shall conform with all local, state and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
- B. Method statements and design procedures are to be provided by Owner when confined space entry, flow diversion or bypass is necessary in order for Applicator to perform the specified work.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Raven Lining Systems, Inc., Tulsa, Oklahoma 800-324-2810 or 918-584-2810 or FAX 918-582-4311.

2.2 REPAIR MATERIALS

- A. Repair materials shall be used to fill voids, structurally reinforce and/or rebuild surfaces, etc. as determined necessary by the engineer and protective coating applicator. Repair materials must be compatible with the specified epoxy coating and shall be applied in accordance with the manufacturer's recommendations. Repair areas to include the benches and flow lines.
- B. The following products may be accepted and approved as compatible repair basecoat materials for epoxy top coating for use within the specifications:
 - 1. 100% solids, solvent-free epoxy grout specifically formulated for epoxy top coating compatibility. The epoxy grout manufacturer shall provide instructions for trowel or spray application and for epoxy top coating procedures.
 - 2. Factory blended, rapid setting, high early strength, fiber reinforced, non-shrink repair mortar that can be troweled or pneumatically spray applied may be approved if specifically formulated to be suitable for epoxy top coating. Such repair mortars should not be used unless their manufacturer provides information as to its suitability for top coating with an epoxy coating. Project specific submittals should be provided including application, cure time and surface preparation procedures which permit optimum bond strength with the epoxy coating.

2.3 PROTECTIVE COATING MATERIAL

- A. Epoxy coating system - 100% solids, solvent-free two-component epoxy resin system thixotropic in nature and filled with select fillers to minimize permeability and provide sag resistance acceptable to these specifications (up to 125 mils in a single coat).

Product type	Amine cured epoxy
Color	Light Blue
Solids Content (vol %)	100
Mix Ratio	3:1
Compressive Strength	18,000 psi
Tensile Strength, %	1.5%
Tensile Elongation, %	1.5%
Bond Strength - Concrete	>Tensile Strength of Concrete

2.4 PROTECTIVE COATING APPLICATION EQUIPMENT

- A. Manufacturer approved heated plural component spray equipment shall be used in the application of the specified protective coating.

2.5 REPAIR MORTAR SPRAY APPLICATION EQUIPMENT (if spray applied)

- A. Spray applied repair mortars shall be applied with manufacturer approved equipment.

PART 3 EXECUTION

3.1 EXAMINATION

- A. All structures to be coated shall be readily accessible to Applicator.
- B. Installation of the protective coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.
- C. Temperature of the surface to be coated should be maintained between 40 degree F and 120 degree F during application. Prior to and during application, care should be taken to avoid exposure of direct sunlight or other intense heat source to the structure being coated. Where varying surface temperatures do exist, care should be taken to apply the coating when the temperature is falling versus rising (i.e. late afternoon into evening vs. morning into afternoon).

3.2 SURFACE PREPARATION

- A. Applicator shall inspect all surfaces specified to receive a protective coating prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces which may interfere with the proper preparation or application of the repair mortar and protective coating.
- B. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.
- C. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.
- D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the epoxy protective coating to be applied.
- E. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate. Generally, this can be achieved with low pressure water cleaning using equipment capable of 5,000 psi at 4 gpm. Other methods such as high pressure water jetting (refer to NACE Standard No. 5/SSPC- SP12), abrasive blasting, shot-blasting, grinding, scarifying or acid etching may also be used. Detergent water cleaning and hot water blasting may be necessary to remove oils, grease or other hydrocarbon residues from the concrete. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound clean neutralized surface that is not excessively damaged.
- F. Infiltration shall be stopped by using a material which is compatible with the specified repair mortar and is suitable for top coating with the specified epoxy protective coating.
- G. Test prepared surfaces after cleaning but prior to application of the epoxy coating to determine if a specific pH or moisture content of the concrete is required according to manufacturer's recommendations.
- H. **Removal of all manhole steps to be done before cleaning or application of lining material.**

3.3 APPLICATION OF REPAIR MATERIALS

- A. Areas where structural steel has been exposed or removed shall be repaired in accordance with the Project Engineer's recommendations.
- B. Repair materials shall meet the specifications herein. The materials shall be trowel or spray applied utilizing proper equipment on to specified surfaces. The material thickness shall be specified by the Project Engineer according to Owner's requirements and manufacturer's recommendations.
- C. If using approved cementitious repair materials, such shall be trowelled to provide a smooth surface with an average profile equivalent to coarse sandpaper to optimally receive the protective coating. No bug holes or honeycomb surfaces should remain after the final trowel procedure of the repair mortar.
- D. The repair materials shall be permitted to cure according to manufacturer recommendations. Curing compounds should not be used unless approved for compatibility with the specified protective coating.
- E. After abrasive blast and leak repair is performed, all surfaces shall be inspected for remaining laitance prior to protective coating application. Any evidence of remaining contamination or laitance shall be removed by additional abrasive blast, shot-blast or other approved method. If repair materials are used, refer to these specifications for surface preparation. Areas to be coated must also be prepared in accordance with these specifications after receiving a cementitious repair mortar and prior to application of the epoxy coating.

3.4 APPLICATION OF PROTECTIVE COATING

- A. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.
- B. The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.
- C. The protective coating material must be spray applied by a Certified Applicator of the protective coating manufacturer.
- D. Specified surfaces shall be coated by spray application of a moisture tolerant, solvent-free, 100% solids, epoxy protective coating as further described herein. Spray application shall be to a minimum wet film thickness of 125 mils. **Surfaces to include the bench.** If deemed by the engineer, and the contractor agrees that doing the flow line would be a benefit to the structure of the MH, then the flow line will be done also.
- E. If necessary, subsequent top coating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, ideally within 12 hours but no later than the recoat window for the specified products. Additional surface preparation procedures will be required if this recoat window is exceeded.

3.5 TESTING AND INSPECTION

- A. During application a wet film thickness gauge, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gauges shall be used to ensure a monolithic coating and uniform thickness during application.
- B. After the protective coating has set hard to the touch it shall be inspected with high-voltage holiday detection equipment. Surface shall first be dried; an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area. The spark tester shall be initially set at 100 volts per 1 mil (25

microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (refer to NACE RPO188-99). All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional protective coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations.

- C. A final visual inspection shall be made by the Inspector and manufacturer's representative. Any deficiencies in the finished coating shall be marked and repaired according to the procedures set forth herein by Applicator.
- D. The municipal sewer system may be put back into non-severe operational service as soon as the final inspection has taken place. However, for severe corrosion duty such as high concentrations of acids, bases or solvents, 3 to 7 days and/or force cure by heat induction to the coated surfaces may be necessary prior to returning to service. Consult coating manufacturer for further details.

Basis of Payment

1. Items 3 to 8 in the Schedule of Prices section of this RFB is a not-to-exceed price (including all transportation, handling, equipment, labor, material, parkway and/or roadway restoration costs, disposal costs and any other costs required to fulfill the Scope of Work as identified herein) for epoxy manhole lining.

CONTRACTOR REFERENCES

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

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone

Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

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

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

Subscribed and Sworn to this ____ day of _____, 2017

Notary Public

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

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

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

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this ____ day of _____, 2017

Notary Public

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

CONFLICT OF INTEREST

_____, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Glenview may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

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

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this ____ day of _____, 2017

Notary Public

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

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says that he is _____

(Partner, Officer, Owner, Etc.)

of _____

(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this ____ day of _____, 2017

Notary Public

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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

_____, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

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

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

Subscribed and Sworn to this ____ day of _____, 2017

Notary Public

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