

COUNCIL WORKSHOP ITEM

ITEM: Recommendation to Award Bid for Demolition of 6847 Main structures at McCollum Park – Project # 31-01

DATE: 28 February 2002

PREPARED BY: John J. Bajor, Jr., Director of Public Works
Ed Docekal, Project Engineer

PURPOSE: To Award Bid for Demolition Contract to Environmental Cleansing Corp., of Markham, IL.

BID AMOUNT: \$ 43,487.00 +5% contingency ACCOUNT 481-551-0000-5711 of \$2,124.35 :

BUDGET AMOUNT: Total Cost to be Reimbursed by Downers Grove Park Dist. Per Intergovernmental Agreement

DISCUSSION:

The purpose of this Project is to remove five existing structures from the site of the Proposed Satellite Maintenance Facility at McCollum Park. The construction of this facility is authorized by Council Resolution #99-29, an intergovernmental agreement made in 1998, which reciprocates for leasing the 67th Street Water Storage Tank site. Sealed bids from contractors were opened Wednesday, 6 February 2002 at 10am. Two bids were received, and the total bid amounts were as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Environmental Cleansing Corp., Markham, Illinois	\$ 43,487.00
Reliable Wrecking Service Carol Stream, Illinois	\$ 53,000.00

The Engineer's Estimate was \$ 74,500.00.

Environmental Cleansing Corporation has performed satisfactorily for the Downers Grove Park District as Contractor for several structural removal projects. The Park District concurs with this recommendation.

Interim Funding for this project was anticipated based upon Section 3 of the intergovernmental agreement. This section provides for reimbursement by the Downers Grove Park District for the full costs of the demolition. Cash flow funding will be provided by the Water Fund, and accounted for under the line item number of 481.551.0000.5711. A memorandum and project cost expense spreadsheet are included for comprehensive information on the overall project, including the construction of the new water tower and the Park District building.

ATTACHMENTS:

- A.) Project Bid Tab
- B.) Contract/Specifications
- C.) Intergovernmental Agreement
- D.) Overall Project Status Information

RECOMMENDATION:

Place Approval of the Contract Award on the Council Agenda of Tuesday 5 March 2002, for an amount not to exceed \$43,487.00, plus five-percent contingency of \$2174.35.

31-01 BID TAB MCCOLLUM BLDG DEMO

**Wed. 6 Feb. 2002, 1000h
Bid Opening**

VILLAGE OF DOWNERS GROVE DEPARTMENT OF PUBLIC WORKS MC COLLUM PARK BUILDING DEMOLITION - 6847 MAIN ST. PROJECT 31-01		DATE	BID PRICE	ENGINEER'S ESTIMATE	BID PRICE	ENVIRONMENTAL CLEANSING CORP. MARKHAM, IL.	BID PRICE	RELIABLE WRECKING SERVICE CAROL STREAM, IL.
ITEM NO.	PAY ITEM	BID QTY	UNIT PRICE	TOTAL ITEM COST	UNIT PRICE	TOTAL ITEM COST	UNIT PRICE	TOTAL ITEM COST
1	DEMOLITION OF FIVE (5) STRUCTURES	1	LUMP SUM	50,000.00	50,000.00	27,912.00	27,912.00	37,600.00
2	REMOVAL OF STOCKPILED DEBRIS	700	CU YD	17,500.00	25.00	12,950.00	18.50	14,000.00
3	TEMPORARY SITE FENCING	700	LIN FT	7,000.00	10.00	2,625.00	3.75	1,400.00
TOTAL FOR BASE BID:				74,500.00		43,487.00		53,000.00

INTEROFFICE MEMORANDUM

To: Jane Gerdes, Asst. Dir. PW/Engr.

From: Ed Docekal, Project Engineer

Re: Comprehensive Project Information Related to Council Resolution # 99-29 - An Intergovernmental Agreement between the Village of Downers Grove and the Downers Grove Park District

Date: 21 February 2002

As requested, attached is information regarding the construction activities taking place at McCollum Park. The activities are authorized by an Intergovernmental Agreement between the Village and the Park District, which was approved as Resolution 99-29 by the Village Council in April 1999. The Agreement essentially provides for the construction of a new building for the park district, in exchange for a lease to build the 67th Street Water Storage Tank. The parties also agreed to other considerations, which will be described later.

The following synopsis describes the salient points of the agreement, the various construction projects defined by them, as well as the costs associated with completing the work. The status of the work will also be noted.

A copy of the Intergovernmental Agreement is attached.

Synopsis of the Intergovernmental Agreement

In exchange for the 67th Street Tank site lease, the Village agrees to:

- a. Relinquish title to certain real estate parcels located at Randall Park;
- b. Construct a freestanding building of approximately 2400 square feet, with finished interior and restrooms, paved driveway, paved yard area, building perimeter fencing, and buffering shrubs and trees; and
- c. Cause the demolition of the existing McCollum Park structures at 6801 and 6847 Main Street.

The costs associated with Items A and B are to be borne by the Village, while the costs of demolishing the park structures are to be reimbursed in full by the Park District.

Project Elements

Four primary project elements have been derived from the agreement. They are:

- a. Construction of the 67th Street Water Storage Tank
- b. Demolition of the existing park district structures at McCollum Park
- c. Construction of the Satellite Maintenance Facility at 6847 Main Street, and
- d. Construction and reconfiguration of storm sewers, sanitary sewers, water mains and parking lots to accommodate the other work.

To date, three Capital Improvement Projects have been formally defined:

1. 67th Street Elevated Water Storage Tank, Project # 37-96
2. Park District Satellite Maintenance Facility, Project # 04-99
3. McCollum Park Building Demolition – 6847 Main, Project # 31-01

In addition, underground construction and parking lot work has been performed as part of other park district and village construction projects. Storm sewer relocation, sanitary service installation, and water main connections for the 67th Street Tank were performed under the 2000 Water Main Improvement contract (Project # 04-00). Parking lot repair and reconfiguration was performed by the Park District's paving contractor, with the Village to reimburse the District for costs related to tank construction.

Other capital projects may be bid for work not made a direct part of the building bid, such as the water and sanitary services, as well as for the remaining site work. Thereafter, the only remaining capital project work would be the demolition of the existing buildings at 6801 Main.

Project History

The status of each project element follows.

A. 67th Street Elevated Water Tank

The tank construction contract is nearing completion. The tank is in service and is operating properly. Several punch list items remain. However, once the permanent electric service is connected by ComEd, and the punch list items are completed, the contract can be closed.

The water main connection has been completed, as well as the storm sewer relocation. The sanitary inspection manhole requires minor re-work. The electric service needs to be

connected, as well as the telephone lines for the SCADA system. Once the telephone lines are installed, SCADA instrumentation can be also.

B. Park District Building Demolition

Bids for demolishing the structures at the site of the new building at 6847 Main Street were opened on 6 Feb 2002. Once the bid is awarded by the Village Council, the work can begin. A demolition permit has been secured.

Once the new facility is constructed, and operations are transferred, the current maintenance barn at 6801 Main Street can be demolished.

C. Satellite Maintenance Facility

Plans for the new facility have been forwarded by the architect. The plans and specifications are for the building envelope per se, and do not include civil drawings showing the site exterior work. Site work will be contingent in part on the modifications required by the Village's storm water ordinance. At its extreme, the project could be required to extensively reconfigure the existing detention area to the southeast, and install several hundred feet of storm sewer in addition to that required to drain the paved area around the building. While an estimate is shown for building site work, detention reconfiguration and additional storm sewer costs are not included.

A proposal is currently before the Village Council from a consulting engineering firm, and the scope of work will include working with the storm water administrator to determine the project requirements.

Once the plans are approved by the building department and the storm water administrator, a building permit can be issued and the project bid for construction. It is not known what the review time will be; hence, it is not possible to predict a bid date.

D. Infrastructure Repair and Reconfiguration

As noted above, the water main connection to the new storage tank was completed. The parking lot storm sewer relocation was also performed by the water main contractor. Last fall, the Park District repaved all of the McCollum Park parking lots. In their contract, they included work the Village was obligated to perform. The paving contractor replaced parking stalls occupied by the tank and repaired curb damaged by its construction.

Project Costs

Attached is a table showing the estimated costs for each project element. Non-contracted monies paid for work already performed are included in both the "Actual to Date" column, as well as the "Projected" column. Non-contracted future expenses are labeled as estimates.

The estimate shown for the new building is based on the best information available to the architect. The projected expense for the site work is based on contract unit prices from other Village projects for similar work. As mentioned elsewhere, the nature of the storm water review process precludes defining any additional work required for permit approval. Hence, no allowance has been made for it in the site-work estimate.

Attachments: Projected Expense Exhibit
Intergovernmental Agreement

PROJECTED EXPENSES

67th Street Elevated Water Storage Tank Projects
at McCollum Park

	FY 1998-2000 BUDGET	FY 1998-2000 ACTUAL EXPENSE	FY 2000-2001 BUDGET	FY 2000-2001 ACTUAL EXPENSE	FY 2001-2002 BUDGET	FY 2001-2002 ACTUAL EXPENSE	FY 2002-2003 BUDGET	FY 2002-2003 ACTUAL EXPENSE	GRAND TOTAL BUDGET AMOUNT	GRAND TOTAL ACTUAL EXPENSE TO DATE	GRAND TOTAL PROJECTED EXPENSE
A.											
67th Street Tank Construction											
1. CB&I Constructors -Contract Amount	\$ -	\$ -	\$ -	\$ 1,235,700.00	\$ -	\$ 227,700.00	\$ -	\$ -	\$ -	\$ 1,463,400.00	\$ 1,463,400.00
2. Claude H. Hurley Co. - Geotechnical and Foundation Engineers	\$ -	\$ 8,073.05	\$ -	\$ 9,643.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,716.45	\$ 17,716.45
3. Tank Industry Consultants - Tank Construction Inspection Services and Contract Document Preparation	\$ -	\$ 16,106.75	\$ -	\$ 14,229.94	\$ -	\$ 30,888.35	\$ -	\$ -	\$ -	\$ 63,327.06	\$ 63,327.06
4. NLR Surveyors - Property Surveys	\$ -	\$ 4,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700.00	\$ 4,700.00
5. SCADA Instrumentation-Contr. Amt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,900.00
6. Misc	\$ -	\$ 31.42	\$ -	\$ -	\$ -	\$ 1,011.50	\$ -	\$ -	\$ -	\$ 1,042.92	\$ 1,042.92
SUBTOTAL - Part A.	\$ -	\$ 30,913.22	\$ -	\$ 1,259,573.34	\$ -	\$ 259,589.85	\$ -	\$ -	\$ -	\$ 1,550,166.55	\$ 1,755,533.55
B.											
1. Park Bldg Demolition - 6847 Main	\$ -	\$ -	\$ -	\$ -	\$ 43,487.00	\$ -	\$ -	\$ -	\$ 43,487.00	\$ -	\$ 43,487.00
2. Park Bldg Demolition - 6801 Main	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00
SUBTOTAL - Part B.	\$ -	\$ -	\$ -	\$ -	\$ 43,487.00	\$ -	\$ 75,000.00	\$ -	\$ 118,487.00	\$ -	\$ 118,487.00
C.											
Park Dist. Maintenance Facility											
A. Building Envelope	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
B. Ancillary Items - Storage Bins, Pavement, Landscaping, Water and Sewer Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00
C. MRSA Architects - Plans, Specs, Construction Inspection	\$ -	\$ -	\$ -	\$ 18,457.32	\$ -	\$ 13,960.88	\$ -	\$ -	\$ -	\$ 32,418.20	\$ 32,418.20
D. Claude H. Hurley Co. - Geotechnical	\$ -	\$ -	\$ -	\$ 3,633.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,633.36	\$ 3,633.36
E. NLR Surveyors - Property Surveys	\$ -	\$ -	\$ -	\$ 2,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,150.00	\$ 2,150.00
F. NLR Engineers - Stormwater Permit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,752.00
G. Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103.48	\$ -	\$ -	\$ -	\$ 103.48	\$ 103.48
SUBTOTAL - Part C.	\$ -	\$ -	\$ -	\$ 24,246.68	\$ -	\$ 14,070.34	\$ -	\$ -	\$ -	\$ 38,317.02	\$ 534,069.02
D.											
1. WaterMain Connection(Proj#04-00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,272.34	\$ -	\$ -	\$ -	\$ 24,272.34	\$ 24,272.34
2. North Parking Lot and Lease Area Repair, Resignification and Landscaping (by Park Dist.Contractor)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,773.16	\$ -	\$ -	\$ -	\$ 27,773.16	\$ 27,773.16
SUBTOTAL - Part D.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,045.50	\$ -	\$ -	\$ -	\$ 52,045.50	\$ 52,045.50
TOTAL - Parts A, B, C, D	\$ -	\$ 30,913.22	\$ -	\$ 1,283,820.02	\$ 43,487.00	\$ 325,615.83	\$ 75,000.00	\$ -	\$ 118,487.00	\$ 1,640,549.07	\$ 2,466,135.07
Part B - Park District Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ (43,487.00)	\$ -	\$ (75,000.00)	\$ -	\$ (118,487.00)	\$ -	\$ (118,487.00)
GRAND TOTAL	\$ 31,000.00	\$ 30,913.22	\$ 1,750,000.00	\$ 1,283,820.02	\$ 561,000.00	\$ 325,615.83	\$ -	\$ -	\$ 2,342,000.00	\$ 1,640,549.07	\$ 2,341,648.07

67th Tank Expense Memo 2.06

Submitted by:

Environmental Cleansing Corporation
Contractor

16602 S. Crawford Avenue, Unit 3
Street Address

Markham, Illinois 60526
City State Zip

708-532-7000 / 708-636-3996
Phone No. Fax No.

**SPECIFICATIONS
AND
CONTRACT
FOR
MC COLLUM PARK BUILDING DEMOLITION
6847 MAIN ST.**

**Project # 31-01
Engineering Division
Department of Public Works
Village of Downers Grove
January 2002**

NOTICE TO CONTRACTORS

The Village of Downers Grove will accept sealed bids for:

MC COLLUM PARK BUILDING DEMOLITION – 6847 MAIN STREET

Until 10:00 a.m., Wednesday, February 6th, 2002 in the Downers Grove Public Works Facility, 5101 Walnut Avenue, Downers Grove, IL. 60515, and at that time, publicly opened and read.

Plans and Specifications may be obtained from the Engineering Division of the Public Works Department at a no charge.

A bid deposit, equal to 5% of the bid, in Cash, Certified or Cashier's Check, or Bid Bond acceptable to the Owner will be required.

A Performance Bond and a Materials and Labor Payment Bond acceptable to the Owner in the full amount of the contract will be required of the successful bidder or bidders.

Bids must be submitted on the form furnished and must conform to the specifications. Bidders are advised to carefully apprise themselves of the contract specifications, as the contract will be awarded on the basis of the specifications, including all conditions thereof. The Village reserves the right to reject or award all or any part of any bid or contract and waive technicalities as may be deemed by the Village Council to be in the best interest of the Village.

This contract will not be awarded to any contractor, or any firm, corporation, partnership or association in which said contractor has an interest, who, after a hearing by the Illinois Department of Labor:

- a.) Has been determined by the Department to have disregarded his obligations under the Prevailing Wage Act; and
- b.) Had his name, or the name of any firm, corporation, partnership or association in which said contractor has an interest, published in the Illinois Register by the Department for having done so less than two years prior to the award.

Inquiries shall be directed to Ed Docekal, Project Engineer, 630.434.5487.

Sealed bids shall be directed to the Project Engineer.

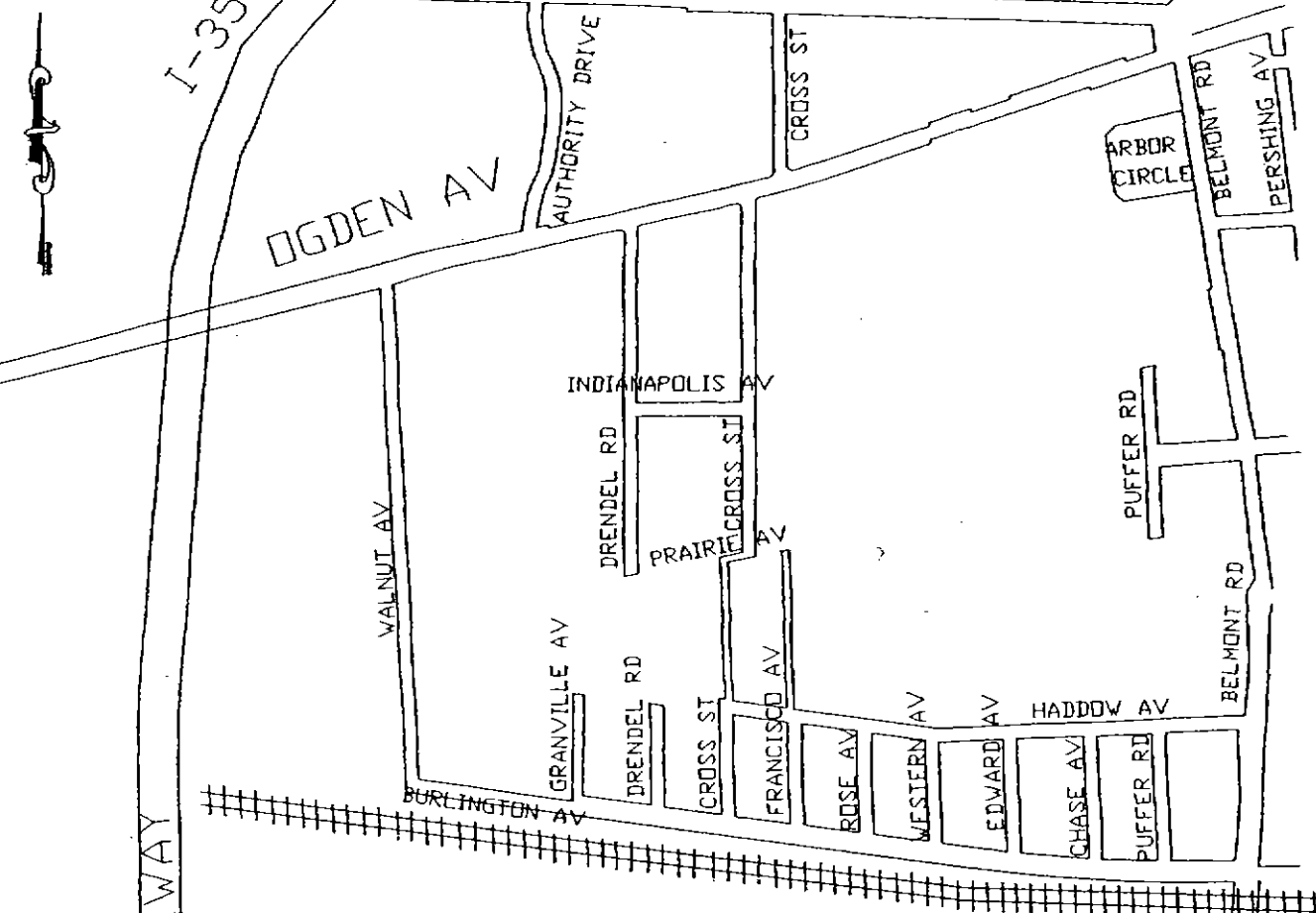
Ed Docekal
Project Engineer
Engineering Division
VILLAGE OF DOWNERS GROVE
5101 Walnut Ave.
Downers Grove, IL 60515

Published at WWW.VIL.DOWNERS-GROVE.IL.US

January 21, 2002.

Remove this page and
INSERT
PUBLIC WORKS BUILDING
LOCATION MAP
HERE

NORTH-SOUTH TOLLWAY I-355
EAST-WEST TOLLWAY I-88
WARRENVILLE RD



VILLAGE OF DOWNERS GROVE
PUBLIC WORKS FACILITY
5101 WALNUT AVENUE

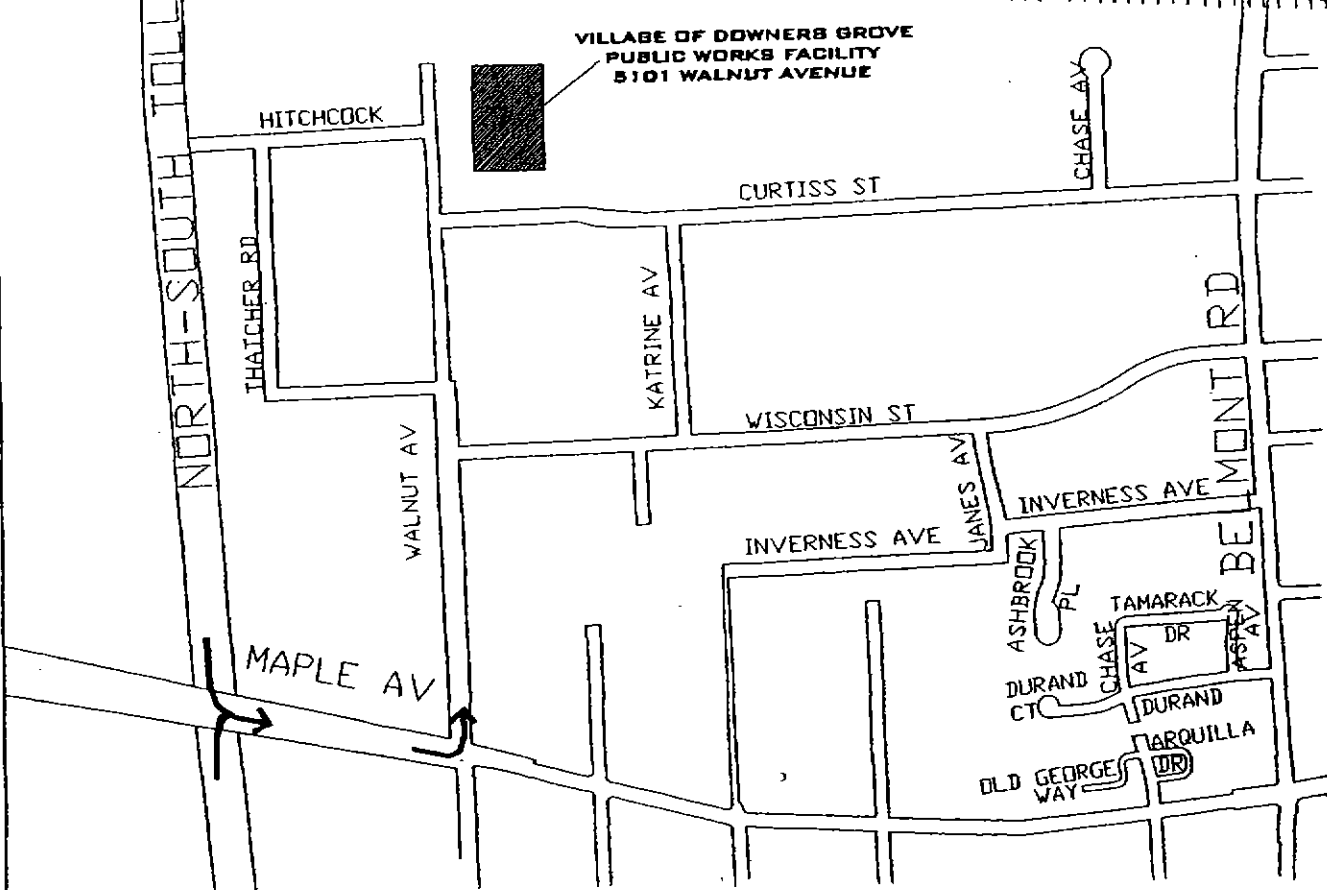


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INSTRUCTIONS TO BIDDERS

McCullum Park Building Demolition – 6847 Main St.

INSTRUCTIONS TO BIDDERS

IB-1 **CONTRACT DOCUMENTS**

The Project Contract Documents include, but are not limited to, the Notice to Contractors, Instructions to Bidders, General Conditions, Special Provisions, Contractor's Certifications, Bid Form and Proposal.

IB-2 **CONTENTS OF THE PROPOSAL FORM**

Bidders will be furnished with a complete set of Project Contract Documents. The Documents include forms describing the Work contemplated, the estimated quantities of Work to be performed, the amount of the Proposal Guaranty, requirements pertaining to labor, as well as the date, time, and place for filing and opening the Proposals. All documents bound with or attached to the Proposal shall be considered a part thereof, and shall not be detached or altered.

IB-3 **INTERPRETATION OF ESTIMATE OF QUANTITIES**

An estimate of the quantities of Work to be performed and the materials to be furnished under the Specifications is shown in the Proposal. It is given as a basis for comparing the properly submitted Proposals, and shall be used by the Owner in awarding the Contract. The Owner does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work.

Payment shall be based on the actual quantities of Work properly performed in accordance with the Contract, at the Contract unit prices specified. The Owner reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

INSTRUCTIONS TO BIDDERS

McCollum Park Building Demolition – 6847 Main St.

IB-4 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, SITE OF WORK

Before submitting a bid, the prospective Bidder shall carefully examine the provisions of the Contract. The Bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the Contract and become fully acquainted with the detailed requirements of the construction. Submission of a bid shall be a conclusive assurance and guarantee that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the work. If his bid is accepted, the Bidder will be responsible for all errors in the Proposal resulting from his/her willing or neglectful failure to comply with these instructions.

THE OWNER WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE OWNER WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. NO CHANGES WILL BE MADE TO THE PRICES, QUANTITIES OR CONTRACT PROVISIONS TO ACCOMMODATE THE INADEQUACIES OF THE CONTRACTOR DISCOVERED AFTER CONTRACT AWARD. THE BIDDER SHALL TAKE NO ADVANTAGE OF ANY ERROR OR OMISSION IN THE PROPOSAL AND ADVERTISED CONTRACT. NO ERROR OR OMISSION IN THE CONTRACT DOCUMENTS SHALL SERVE AS THE BASIS FOR AN ADJUSTMENT OF THE AMOUNTS PAID TO THE CONTRACTOR.

Any prospective Bidder who desires an explanation or interpretation of the Contract documents, plans or specifications may request a written explanation from the Owner, no later than three (3) working days prior to date set for receipt of Bids. Any reply given a prospective Bidder concerning any part of the Contract documents, plans, and specifications will be furnished to all prospective Bidders in the form determined by the Owner. If the information is deemed by the Owner to be necessary in submitting bids or if the Owner concludes that the information would aid competition, the reply shall include, but not be limited to, an addendum. Oral explanations, interpretations, or instructions given before bids are submitted, unless made at a pre-bid conference, will not be binding on the Owner.

When the Plans, Special Provisions or Specifications include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included only for the convenience of the Bidder. *The Owner assumes no responsibility whatever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*

INSTRUCTIONS TO BIDDERS

McCollum Park Building Demolition – 6847 Main St.

Any information shown in the Plans or Specifications pertaining to the locations of underground utility facilities is included only for the convenience of the Bidder. The Owner assumes no responsibility whatever with respect to the sufficiency, accuracy or inadequacy of the underground utilities locations shown on the Plans. It shall be the Contractor's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: NIGAS/NICOR, Commonwealth Edison Co., Ameritech, Downers Grove Sanitary District, and AT&T Cable TV. **Please note that the Village of Downers Grove is not a part of the JULIE System. For locates of Village of Downers Grove lighting, water and storm sewer facilities, the Contractor will need to call 1.630.434.5460 a minimum of 48 hours in advance.**

IB-5 PREPARATION OF THE PROPOSAL

The Bidder must submit his Proposal on the form furnished by the Owner. The Proposal shall be executed properly, and Bids shall be made for all items indicated in the Proposal form. However, when alternate Bids are requested, a Bid on more than one alternate for each item is not required, unless otherwise provided for in the Contract Documents. The Bidder shall indicate, in digits, a unit price or lump sum price for each of the separate items called for in the Proposal. He shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Proposal shall be the summation of said products or monetary extensions. All unit prices shall be conditioned on furnishing a Bid Bond executed by a corporate surety company satisfactory to the Owner. All writing shall be with ink or typewriter, except for the signature of the Bidder, which shall be written with ink.

If an individual makes the Proposal, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles, and business addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

INSTRUCTIONS TO BIDDERS

McCullum Park Building Demolition – 6847 Main St.

IB-6 REJECTION OF PROPOSALS

Proposals that contain omissions, erasures, alterations, additions not called for, conditional bids, alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Proposals otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Owner also reserves the right to reject any or all Proposals, or to waive such technical error as may be deemed best for the interest of the Owner.

IB-7 PROPOSAL GUARANTY

Each Proposal shall be accompanied by either a Bid Bond acceptable to the Owner, a bank cashier's check or a properly certified check for not less than five (5) per cent of the amount of the Bid.

The Bid Bonds, bank cashier's checks, or certified checks accompanying Proposals shall be made payable to *The Village of Downers Grove*.

IB-8 DELIVERY OF PROPOSALS

Proposals will be accepted until 10:00 a.m. Wednesday, 6 February 2002, at the office of the Village of Downers Grove, Public Works Facility, 5101 Walnut Avenue, Downers Grove Illinois, 60515-4074. Proposals received after that time will be rejected and returned to the Bidder unopened.

Proposals shall be submitted in a sealed opaque envelope marked with the Project Title and the name and address of the Bidder, and be accompanied by the Proposal security and other required documents. If the Proposal bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

IB-9 MODIFICATION AND WITHDRAWAL OF PROPOSALS

A Bidder may withdraw his Proposal at any time prior to the scheduled public bid opening. The Bidder must present a written withdrawal request to the Owner, at the place where Proposals are to be opened. Withdrawn Proposals may also be re-submitted at any time prior to the scheduled public bid opening.

INSTRUCTIONS TO BIDDERS

McCullum Park Building Demolition - 6847 Main St.

IB-10 PUBLIC OPENING OF PROPOSALS

All Proposals received and accepted shall be opened and publicly read aloud at the Downers Grove Public Works offices on **Wednesday, 6 February 2002**, as soon after the above stated time as is practical. Bidders, their authorized agents, and other interested parties are invited to be present.

IB-11 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Proposal.

- (a.) More than one Proposal for the same Work from an individual, firm partnership, or corporation under the same or different names.
- (b.) Evidence of collusion among Bidders
- (c.) Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- (d.) Failure to submit a unit price for each item of Work listed in the Proposal.
- (e.) Lack of competency as revealed by financial statement or experience questionnaire, if the General Conditions requires such statements.
- (f.) Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- (g.) Uncompleted work which, in the judgement of the Owner, might hinder or prevent the prompt completion of additional work
- (h.) Failure to submit a signed Contractor's Certificate stating the following:

1.) That the Contractor is not barred from bidding this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

INSTRUCTIONS TO BIDDERS

McCollum Park Building Demolition – 6847 Main St.

- 2.) The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
- 3.) The Contractor will maintain the types and levels of insurance required by the terms of this Contract.

IB-12 COMPETENCY OF BIDDERS

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Upon request of the Owner, each Bidder shall furnish satisfactory evidence of his competency to perform the Work described in this Proposal. When requested, the Bidder shall submit a financial statement prepared by a Certified Public Accountant showing the Bidder's financial condition at the end of the past fiscal year. The party preparing the financial statement shall include certification that he is licensed to practice as a Certified Public Accountant, and is not barred from practicing in any State in which he is licensed. The Bidder may also be requested to complete and return questionnaires relating to his experience and the equipment he may have available for performing work similar to that called for in this Proposal. The Owner may also request a summary of past work from the past five years, as well as the name and telephone number of a contact person familiar with each project listed.

IB-13 CONSIDERATION OF PROPOSALS

All opened Proposals will be compared based upon the Bidder's written gross summed amount of the monetary extensions of the work items. In case of a mathematical discrepancy between the written gross sum, and the calculated monetary extensions, either for an individual item or as a gross sum, amendatory calculations based upon the unit prices shown shall govern. Any mathematical errors found in said extensions will be corrected by the Owner. The Owner will also consider the Bidder's past proven experience and level of responsibility, based upon the information requested elsewhere in this Proposal, as well as any other information gathered in the form and manner as the Owner may require.

INSTRUCTIONS TO BIDDERS

McCollum Park Building Demolition – 6847 Main St.

IB-14 AWARD OF CONTRACT

The Contract will be awarded by the Owner as quickly as possible within sixty (60) days after the Proposals are opened. If a Contract is not awarded within sixty (60) days, a Bidder may file a written request with the Owner to withdraw his Bid. The Owner will then have a maximum of ten (10) days after receiving such request to either award the Contract, or release the Bidder from further obligation. If the Bidder is released, the Owner shall return the Bidder's Proposal Guaranty.

IB-15 RETURN OF PROPOSAL GUARANTY

The Proposal Guaranties of all except the three lowest Bidders will be returned promptly after the Proposals have been checked. The Proposal Guaranties of the three lowest Bidders will be returned as soon as the Contract and Bonds of the successful Bidder have been properly executed, submitted and approved.

If the Owner cannot award the Contract promptly, any bank cashier's check, or certified check submitted by the three (3) lowest Bidders as their Proposal Guaranty, may be exchanged for a bid bond or other security. Any exchange of Proposal Guaranty may not be made less than three (3) days from the date the Proposals were opened. All bid bonds or securities submitted for exchange must be of a form acceptable to the Owner.

IB-16 REQUIREMENT OF CONTRACT BONDS

The successful Bidder shall submit a Performance Bond and a Materials and Labor Payment Bond with the executed Contract. The bonds shall be in a form acceptable to the Owner, and shall be in the amount equal to the full amount of the Contract. Such bonds shall guarantee the Bidder's performance under the Contract, and shall guarantee payment to all subcontractors and material suppliers for the full value of their services.

IB-17 EXECUTION OF THE CONTRACT

The Owner shall convey the Notice of Award and three copies of the Contract via U.S. Postal Service Certified Mail. Within ten (10) days after receiving the Notice to Award, the successful Bidder shall execute the three complete copies of the Contract, and then present them to the Owner along with three copies of the required Performance and Payment bonds. All Bonds submitted shall be properly executed by the Bidder, as Principal, and his Sureties.

INSTRUCTIONS TO BIDDERS

McCullum Park Building Demolition – 6847 Main St.

IB-18 FAILURE TO EXECUTE CONTRACT

If the successful Bidder fails to execute a Contract and provide acceptable bonds within ten (10) days after receiving the Notice of Award, the award may be revoked by the Owner. If the Owner does not receive evidence of delivery by way of Return Receipt within ten (10) days of the date of Notice of Award, the Owner may also revoke the award. The amount of the bid deposit shall then become the property of the Owner. The Bidder's Proposal Guaranty shall be forfeited to the Owner, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

The Bidder shall not be allowed to claim lack of receipt when the Notice of Award and Contract were mailed to the business address listed in his Proposal.

IB-19 AFFIDAVIT

The Bidder shall complete and submit an "Affidavit" (Form BC-57) with his Proposal listing all uncompleted Contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.

LOCATION PHOTOGRAPHS
McCullum Park Building Demolition – 6847 Main St.



Figure 1 - 6847 Main St. - Residence

LOCATION PHOTOGRAPHS

McCollum Park Building Demolition – 6847 Main St.

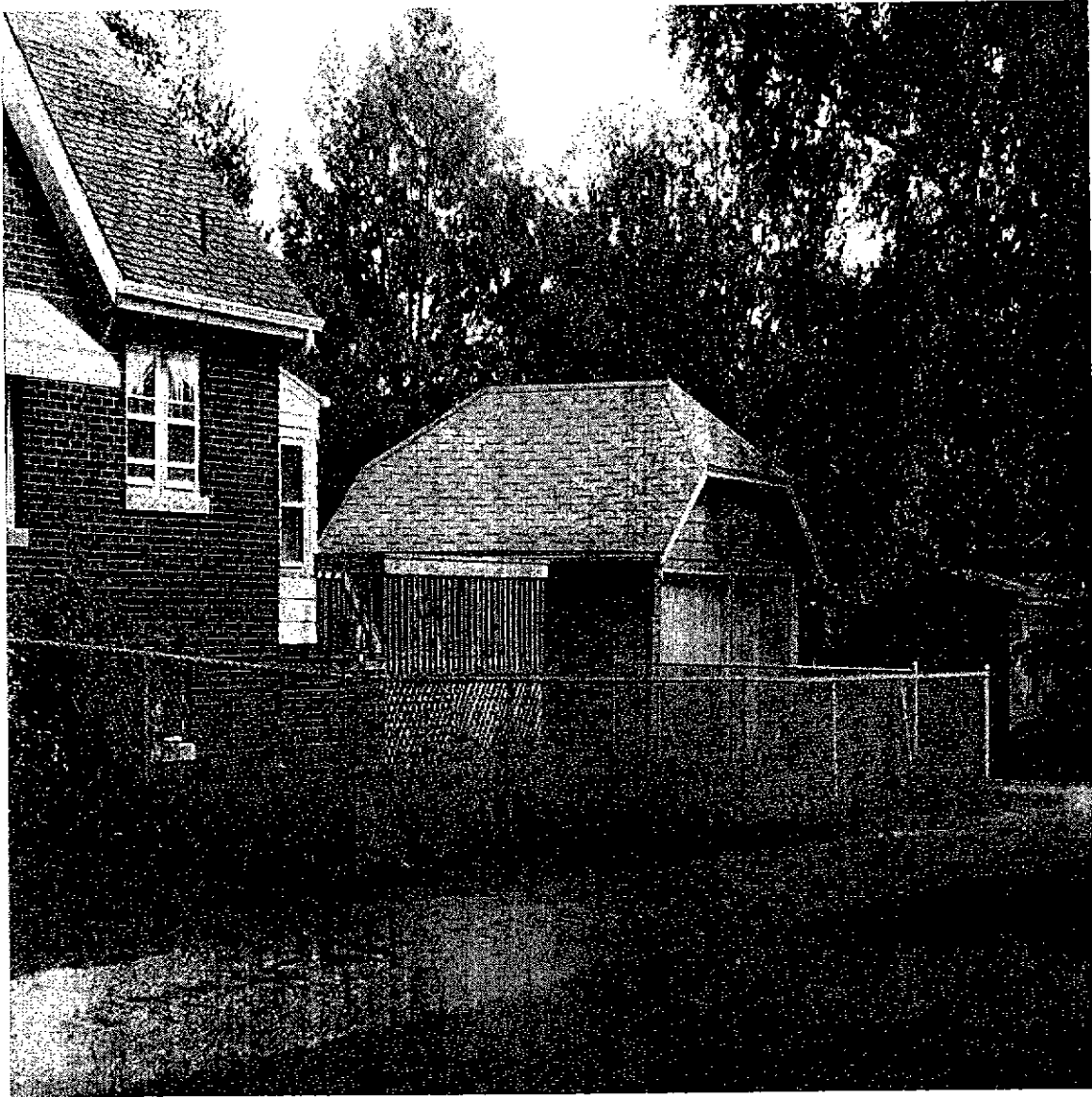


Figure 2 - Two-car Garage, Single Story

LOCATION PHOTOGRAPHS

McCollum Park Building Demolition – 6847 Main St.

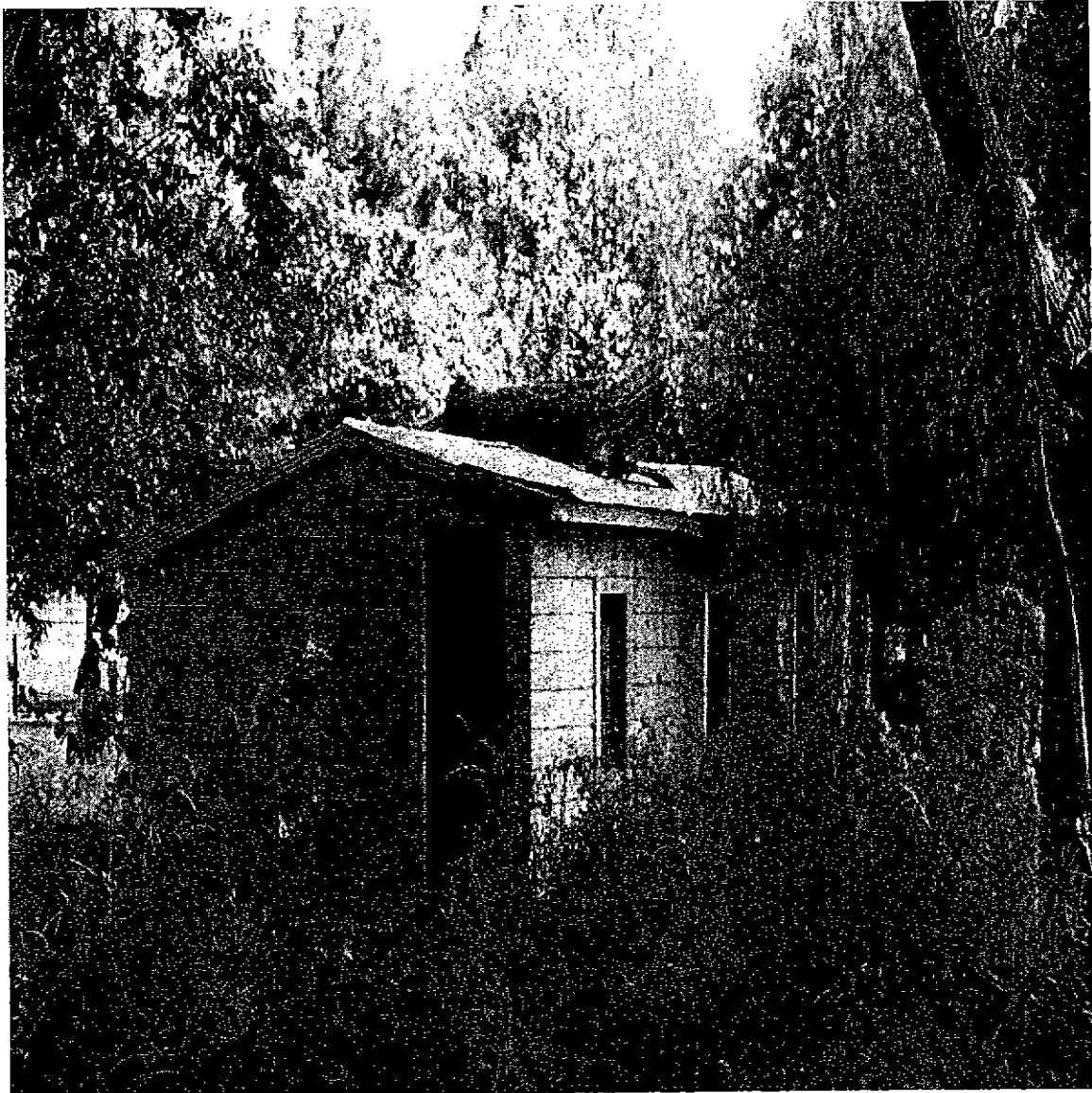


Figure 3 - 6847 Main St., Small Shed

LOCATION PHOTOGRAPHS
McCullum Park Building Demolition – 6847 Main St.

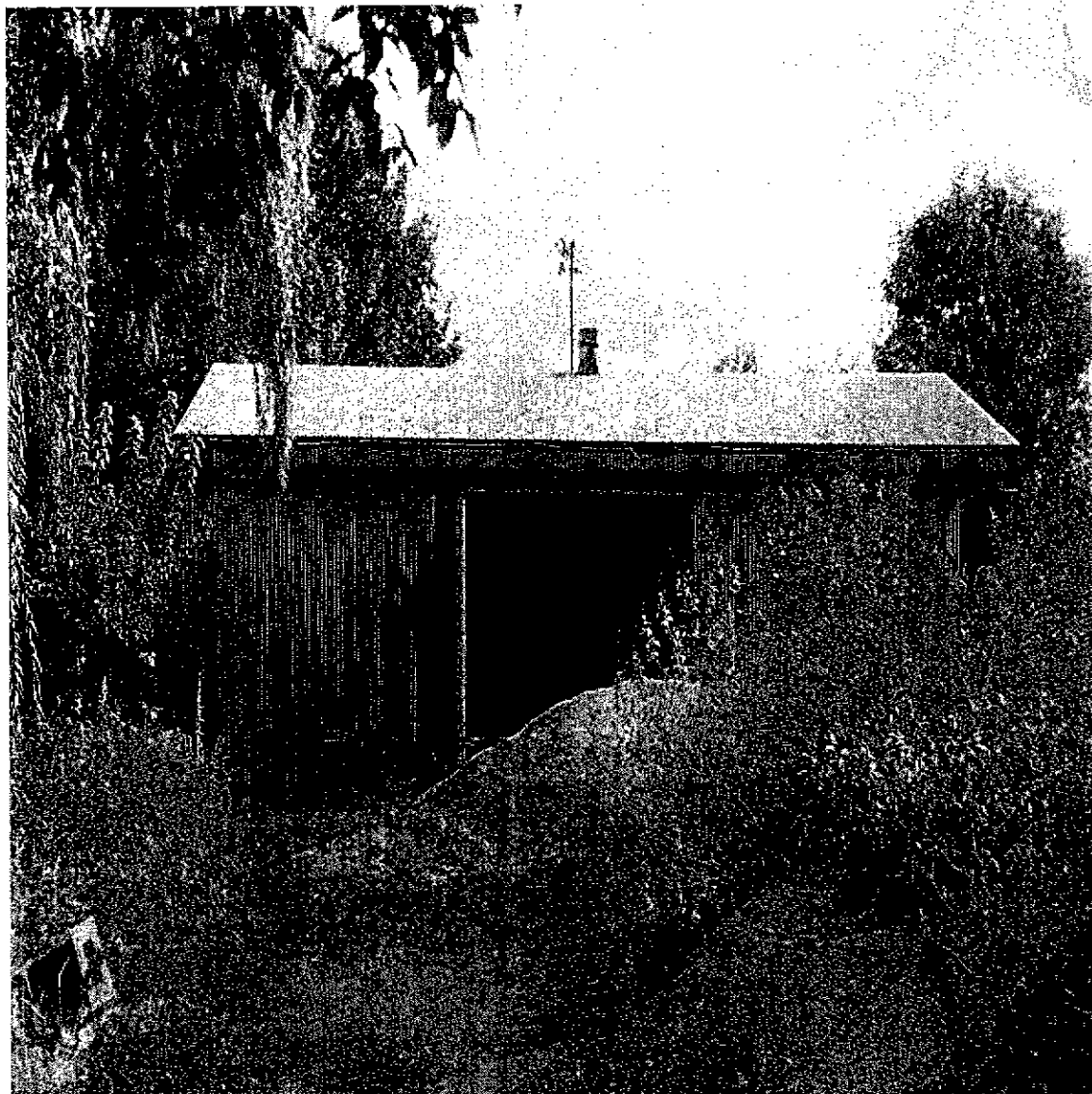


Figure 4 - 6847 Main St., Corrugated Metal Machine Shed

LOCATION PHOTOGRAPHS

McCullum Park Building Demolition -- 6847 Main St.



Figure 5 - 6847 Main St., Two-car Garage, two-story

LOCATION PHOTOGRAPHS
McCullum Park Building Demolition – 6847 Main St.



Figure 4 - 6847 Main St., General View, looking East

GENERAL CONDITIONS

GC-1 **GOVERNANCE OF THE WORK**

The Work to be performed, as called for by this Contract, shall be governed by the conditions and provisions contained herein, as well as any applicable Local, State and Federal laws and regulations. The Contractor is responsible for directing the work, with guidance and interpretation of the contract documents and the intent of the Project by the Owner or his representative.

For the purposes of this Contract, the Owner shall be the Village of Downers Grove. The Property Owner of Record is the Downers Grove Park District, which is a governmental agency independent and separate from the Village of Downers Grove. The Downers Grove Park District shall have final authority to approve the work performed by this contract.

SUPPLEMENTARY CONDITIONS

McCullum Park Building Demolition – 6847 Main St.

GC-2 PROJECT SCOPE OF WORK

The work to be performed under this Contract consists primarily of the demolition of five structures on Downers Grove Park District property, located at the address of 6847 Main Street, Downers Grove, Illinois. These structures are to be removed to make way for the construction of a new Satellite Maintenance Facility. There are also stockpiles of miscellaneous debris on the site which will require removal. The stockpiles consist of pea-gravel, dirt, miscellaneous structural debris, concrete, and organic material.

The Owner will obtain the necessary Demolition Permit, however the Contractor must post any required bonds or licenses. All utilities have been disconnected by the Owner. The Owner will also have an asbestos survey of the site and structures completed as part of the Demolition Permit.

Except for any discoveries made by the asbestos survey, the Owner believes there are no hazardous materials on the site, which would require special handling.

SUPPLEMENTARY
GENERAL CONDITIONS

SC-1 **COOPERATION OF CONTRACTOR**

The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Owner or its Agent, in every way possible.

The Contractor shall have on the work site at all times, as the Contractor's Agent, a competent English-speaking representative capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Owner or its agent, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. He shall not be replaced by the Contractor without prior written notification to the Owner.

SUPPLEMENTARY CONDITIONS

McCullum Park Building Demolition – 6847 Main St.

SC-2 FINAL INSPECTION

The Contractor shall notify the Owner that the project is completed and ready for initial inspection. If any part of the work is not acceptable to the Owner at the time of such inspection, the Owner shall inform the Contractor in writing of any corrective work required.

The initial inspection shall include the inspection of all work done under the contract. All surplus materials and debris shall be removed; repair or replacement shall be made of any private or public property damaged, moved, or otherwise displaced on the site due to the construction of the project. Construction equipment and materials shall be removed. All landscaping damaged during construction outside the limits of the project shall be completely restored.

Final Acceptance of the project will not be made until all defective work is remedied or removed and replaced. Upon satisfactory completion of any corrective work, the Owner will recommend "final acceptance" and a final pay estimate less any previous payments will be submitted to the Owner for his approval and payment. The quantities and amounts due the Contractor will be final and the Owner will allow no adjustment in the amounts due the Contractor after approval of the final pay estimate.

SUPPLEMENTARY CONDITIONS
McCullum Park Building Demolition – 6847 Main St.

SC-3 LAWS TO BE OBSERVED

7-1.01 BACKING PRECAUTIONS

Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code:

Any motor vehicle, which has an obstructed view to the rear, and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove, shall be equipped with a reverse signal alarm (back up alarm). The back-up alarm shall be audible above and distinguishable from the surrounding noise level. If no back-up alarm is present, an observer shall be provided to signal that it is safe to back up.

7-1.02 HOURS OF WORK

The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Engineer. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Engineer.

It is understood, however, that the Contractor may establish night work as regular procedure if he first obtains the written permission of the Engineer. The Engineer may revoke such permission at any time if the Contractor fails to maintain an adequate night force and equipment for reasonable prosecution and to justify inspection of the work.

7-1.03 OVERWEIGHT, OVER-WIDTH AND OVER-HEIGHT PERMITS

The Village has, and supports, an overweight-truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, over-width, or over-height loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission as follows:

A. The Police Department Traffic Supervisor will receive and issue all overweight, over-width, or over-height permits.

SUPPLEMENTARY CONDITIONS

McCollum Park Building Demolition – 6847 Main St.

B. The Police Department, upon receiving such a request, will determine and direct permit applicant which route will be authorized.

C. The Police Department will retain one copy of completed permit form, and one copy will be forwarded to the Village Operations Center.

SC-4 **INSURANCE REQUIREMENTS**

7.2 **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall procure and maintain adequate insurance for the duration of the contract. Said insurance shall protect against claims for any injuries to persons or damages to property, which may arise directly or indirectly from the performance of the work called for by this contract. Said insurance coverage shall be in force and valid whether the work is performed by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Form GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office Form GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" Form CG 0001).
2. Insurance Services Office Form CA0001 (Ed. 1/87) covering Automobile Liability Code 1 ("any auto").
3. Workers' Compensation insurance as required by the State of Illinois and Employer's Liability Insurance.

B. **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain coverage at no less than the following minimum limits:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Municipality, either:

- 1) the insurer shall reduce or eliminate such deductibles or selfinsured retentions as respects the Municipality, its officers, officials, employees and volunteers; or
- 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount equal to or greater than any deductible or retention.

SUPPLEMENTARY CONDITIONS

McCullum Park Building Demolition – 6847 Main St.

D. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage.
 - a. The Municipality, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of the following: activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired or borrowed by the Contractor; and products supplied directly or indirectly by the Contractor; and completed operations of the Contractor or its vendors. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officers, officials, employees or volunteers. The wording, "The Village of Downers Grove, its officers and employees are additional named insured", must appear on the certificate.
 - b. The Contractor's insurance coverage shall be primary insurance with respect to the Municipality, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officers, officials, employees or volunteers shall stand in excess of the Contractor's insurance and shall not stand as contributory to any insured against whom claim is made or suit is brought.
 - c. Any failure to comply with reporting provisions of the policies shall not affect the coverage provided to the Municipality, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers` Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Municipality, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Municipality.

3. All Coverage

Each insurance policy required by this clause shall be endorsed with a statement that coverage shall not be suspended, voided, or canceled by either party. No insurance described herein shall be reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Municipality by certified mail, return receipt requested.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Insurer shall be licensed by the State of Illinois.

SUPPLEMENTARY CONDITIONS

McCollum Park Building Demolition – 6847 Main St.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Municipality with certificates of insurance and with original endorsements effecting the coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Municipality before work commences. The Municipality reserves the right to demand the Contractor present complete certified copies of all required insurance policies without prior notification.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

SUPPLEMENTARY CONDITIONS

McCollum Park Building Demolition – 6847 Main St.

SC-5 PERMITS AND LICENSES

The Owner shall procure all site-related permits connected with the work described by this contract. The Contractor, however, shall post any necessary licenses and bonds. The Owner shall not, however, be responsible for obtaining any over-weight-vehicle or transport permits, nor any other permits or licenses required for the Contractor's activities off-site or outside the Village Limits.

The Village of Downers Grove is the licensee, and the contractor and subcontractors will be required to certify that they understand and will comply with all requirements of the permit, including insurance and restoration requirements described else where herein.

SC-6 CONDUCT OF OPERATIONS

The Contractor shall conduct his operations to interfere as little as possible with Park District and Village employees or the public on or near the work.

SC-7 SAFETY PRECAUTIONS

Due to the large population of children near the Project, and the normal attraction it will have during the course of construction, the Contractor will be required to take special precautions during non-working hours. The Contractor shall see that all off-road machinery, either singly or in a group of reasonable size for the conditions, is parked so that the equipment can be surrounded by an orange safety fence. The ends of the fence shall be secured to discourage non-contractor personnel from climbing on, or entering the equipment.

SUPPLEMENTARY CONDITIONS
McCullum Park Building Demolition – 6847 Main St.

SC-8 **BARRICADES AND WARNING SIGNS**

The Contractor shall provide the Owner with a telephone number of a person or company who is available 24 hours a day, seven days per week, to erect additional barricades or signs. If the Owner or his representative deem it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Owner reserves the right to have the necessary barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Owner from any payments due the Contractor.

SC-9 **GUARANTEE PERIOD**

The Contractor shall provide a guarantee in writing covering a minimum period of one (1) year after approval and acceptance of the work. The Guarantee shall be in such form as the Owner may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantees are required, they will be noted in the Special Provisions for this project.

SUPPLEMENTARY CONDITIONS
McCullum Park Building Demolition – 6847 Main St.

SC-10 PROJECT SAFETY

The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the work specified in this contract.

The Contractor shall comply with all applicable State and Federal Safety Regulations. Said regulations shall include but not be limited to applicable provisions and regulations of the following:

- a.) Federal Construction Safety Standards (Series 1926),
- b.) Occupational Safety and Health Administration (OSHA) Standards (Williams-Stelger Occupational Health Safety Act of 1970, as Revised),
- c.) Illinois Structural Work Act (also known as the Scaffolding Act).

The Contractor, Engineer and Owner shall each be responsible for their own respective agents and employees.

SC-11 COSTS AND ATTORNEYS FEES

Contractor shall indemnify the Owner for all costs and reasonable attorney's fee in the event that the Owner deems it necessary to employ an attorney to assist in the enforcement of the contract or any of the terms thereof. The basis for the Owner employing legal assistance may include but not be limited to the Contractor's fault, neglect, insolvency, or for any other reason by which the Owner may wish to protect its interests.

SC-12 **INDEMNITY AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Owners and their agents, officers, and employees, against any liability under the Illinois Structural Work Act, also known as the Scaffolding Act.

The Contractor shall also indemnify, keep and save harmless the Owners and their agents, officers, and employees against all events arising directly or indirectly from any negligence, reckless or willful misconduct of the Contractor, its employees or its subcontractors. Said events shall include but not be limited to all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses for which claim is made.

The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the Owner in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Owners for their own negligence. The Contractor shall indemnify, keep and save harmless the Owners only where a loss was caused by the acts or omissions of the Contractor, its employees, or its subcontractors.

SC-13 **HIRING PREFERENCE**

The Contractor and its subcontractors shall hire employees in compliance with An Act to give preference in hiring for the construction of public works projects and improvements (filed July 29, 1929 as amended). Persons who are citizens of the United States and who have resided in Illinois for one year shall be given preference for being hired to perform work done in fulfillment of this contract. Contracts involving the expenditure of federal aid funds shall not be required to comply with said statutes where its provisions conflict with federal statutes, rules and regulations.

SUPPLEMENTARY CONDITIONS

McCullum Park Building Demolition – 6847 Main St.

SC-14 EQUAL EMPLOYMENT OPPORTUNITY

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, in the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"). Moreover, this contract is subject to being cancelled, voided in whole or in part, and other such sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are not fully utilized and will take appropriate affirmative action to encourage full utilization.

2. That, if it hires additional employees to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are fully utilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

SUPPLEMENTARY CONDITIONS

McCollum Park Building Demolition – 6847 Main St.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this clause 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. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Filed February 6, 1981, Effective February 9, 1981.)

SUPPLEMENTARY CONDITIONS

McCollum Park Building Demolition – 6847 Main St.

SC-15 SEXUAL HARASSMENT POLICY

The bidder or supplier, as a party to a public contract, shall have a written sexual harassment policy that:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the bidder's or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

SC-16 DRUG-FREE WORKPLACE POLICY

Bidders on, and parties to, public contracts must also comply with the Drug Free Workplace Act, 30 ILCS 580/1, *et seq.* The Drug Free Workplace Act covers grantees of public funds and public contractors who employ 25 or more employees. 30 ILCS 580/2(f), 580/2(g). The Act provides that no grantee or contractor shall receive a grant or be considered for a contract from the State of Illinois unless it certifies that it will provide a drug free workplace. Specifically, the employer must do the following:

1. Publish a statement that (a) notifies employees that the unlawful distribution, manufacture, dispensation, possession, or use of a controlled substance is prohibited in the workplace; (b) specifies the actions that will be taken against employees for violating the drug free workplace policy; and (c) notifies employees that, as a condition of employment on such contract or grant, the employee must abide by the terms of the statement and notify the employer of conviction of any criminal drug statute within five days of the conviction.

2. Establish a drug free awareness program to inform employees about (a) the dangers of drug abuse in the workplace; (b) the employer's policy of maintaining a drug free workplace; (c) available drug counseling, rehabilitation, and employee assistance programs; and (d) potential penalties.

3. Distribute a copy of the statement to each employee.

4. Post the statement in a prominent place in the workplace.

5. Notify the contracting or granting agency within ten days after receiving notice of a criminal drug conviction.

6. Impose a sanction on an employee who is convicted of a drug-related offense or require that person to satisfactorily participate in a drug rehabilitation program.

7. Assist employees in selecting appropriate courses of treatment.

8. Make a good-faith effort to maintain a drug free workplace through implementation of the factors set forth above. 30 ILCS 580/3.

An employer who fails to comply with the provisions of the Drug Free Workplace Act will be subject to sanctions ranging from the suspension of payments and termination of the contract to debarment. 30 ILCS 580/6.

SUPPLEMENTARY CONDITIONS

McCullum Park Building Demolition – 6847 Main St.

SC-17 PREVAILING WAGE RATE

This contract may be subject to AN ACT regulating wages of laborers, mechanics and other workers employed in any political subdivision, or by anyone under contract for public works, as approved June 26, 1941, and as amended. Where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

If it is determined that the "prevailing rate of wages" will be used for this contract, the following conditions will be required:

Not less than the prevailing rate of wages as found by the (public body) or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract.

The contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

The submission by the contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the contractor and each subcontractor shall preserve their weekly payroll records for three years from the date of completion of this contract.

SUPPLEMENTARY CONDITIONS
 McCollum Park Building Demolition - 6847 Main St.

Du Page County Prevailing Wage for January 2002

Trade Name	RG	TYP	C	Base	FRMAN	OWK	OSA	OSH	H/W	Pens.	Vac	Trng
ASBESTOS ABT-GEN	ALL			26.800	27.550	1.5	1.5	2.0	3.450	2.650	0.000	0.170
ASBESTOS ABT-MEC	BLD			23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER	BLD			33.190	35.030	2.0	2.0	2.0	3.700	4.650	0.000	0.150
BRICK MASON	BLD			29.300	31.300	1.5	1.5	2.0	4.300	4.580	0.000	0.120
CARPENTER	ALL			30.470	31.970	1.5	1.5	2.0	4.460	3.360	0.000	0.340
CEMENT MASON	ALL			26.600	27.600	2.0	1.5	2.0	5.230	6.900	0.000	0.100
CERAMIC TILE FNSHER	ALL			23.300	0.000	2.0	1.5	2.0	3.500	3.700	0.000	0.210
COMMUNICATION TECH	BLD			24.000	25.000	1.5	1.5	2.0	4.080	6.490	2.640	0.300
ELECTRIC PWR EQMT OP	ALL			25.860	32.250	1.5	1.5	2.0	2.200	6.210	0.000	0.130
ELECTRIC PWR GRNDMAN	ALL			20.310	32.250	1.5	1.5	2.0	2.200	4.880	0.000	0.100
ELECTRIC PWR LINEMAN	ALL			30.560	32.250	1.5	1.5	2.0	2.200	7.340	0.000	0.150
ELECTRIC PWR TRK DRV	ALL			20.930	32.250	1.5	1.5	2.0	2.200	5.030	0.000	0.100
ELECTRICIAN	BLD			29.200	32.120	1.5	1.5	2.0	5.000	8.290	3.210	0.440
ELEVATOR CONSTRUCTOR	BLD			33.585	37.780	2.0	2.0	2.0	4.425	2.610	2.020	0.000
FENCE ERECTOR	NE ALL			21.840	23.090	1.5	1.5	2.0	4.300	5.120	0.000	0.000
FENCE ERECTOR	W ALL			28.180	29.590	2.0	2.0	2.0	4.040	10.89	0.000	0.250
GLAZIER	BLD			26.800	27.800	1.5	2.0	2.0	4.340	7.550	0.000	0.200
HT/FROST INSULATOR	BLD			28.250	30.000	1.5	1.5	2.0	4.980	7.060	0.000	0.230
IRON WORKER	E ALL			30.000	31.500	2.0	2.0	2.0	5.060	8.740	0.000	0.220
IRON WORKER	W ALL			28.180	29.590	2.0	2.0	2.0	4.040	10.89	0.000	0.250
LABORER	ALL			26.650	27.400	1.5	1.5	2.0	3.450	2.650	0.000	0.170
LATHER	BLD			30.470	31.970	1.5	1.5	2.0	4.460	3.360	0.000	0.340
MACHINIST	BLD			30.610	32.360	2.0	2.0	2.0	3.200	2.600	2.110	0.000
MARBLE FINISHERS	ALL			23.000	0.000	1.5	1.5	2.0	3.600	3.800	0.000	0.240
MARBLE MASON	BLD			26.780	28.280	1.5	1.5	2.0	4.300	6.600	0.000	0.230
MILLWRIGHT	ALL			30.470	31.970	1.5	1.5	2.0	4.460	3.360	0.000	0.340
OPERATING ENGINEER	BLD 1			32.050	36.050	2.0	2.0	2.0	5.150	4.000	1.600	0.450
OPERATING ENGINEER	BLD 2			30.750	36.050	2.0	2.0	2.0	5.150	4.000	1.600	0.450
OPERATING ENGINEER	BLD 3			28.200	36.050	2.0	2.0	2.0	5.150	4.000	1.600	0.450
OPERATING ENGINEER	BLD 4			26.450	36.050	2.0	2.0	2.0	5.150	4.000	1.600	0.450
OPERATING ENGINEER	HWY 1			30.250	34.250	1.5	1.5	2.0	5.150	4.000	1.600	0.450
OPERATING ENGINEER	HWY 2			29.700	34.250	1.5	1.5	2.0	5.150	4.000	1.600	0.450
OPERATING ENGINEER	HWY 3			27.650	34.250	1.5	1.5	2.0	5.150	4.000	1.600	0.450
OPERATING ENGINEER	HWY 4			26.250	34.250	1.5	1.5	2.0	5.150	4.000	1.600	0.450
OPERATING ENGINEER	HWY 5			25.050	34.250	1.5	1.5	2.0	5.150	4.000	1.600	0.450
ORNAMNTL IRON WORKER E	ALL			28.850	30.350	2.0	2.0	2.0	4.300	7.370	0.000	0.000
ORNAMNTL IRON WORKER W	ALL			28.180	29.590	2.0	2.0	2.0	4.040	10.89	0.000	0.250
PAINTER	ALL			28.490	29.490	1.5	1.5	1.5	4.000	3.450	0.000	0.300
PAINTER SIGNS	BLD			24.540	27.550	1.5	1.5	1.5	2.860	1.960	0.000	0.000
PILEDRIIVER	ALL			30.470	31.970	1.5	1.5	2.0	4.460	3.360	0.000	0.340
PIPEFITTER	BLD			31.000	33.000	1.5	1.5	2.0	4.200	5.750	0.000	0.700
PLASTERER	BLD			28.650	29.650	1.5	1.5	2.0	4.300	3.830	0.000	0.230
PLUMBER	BLD			31.000	33.000	1.5	1.5	2.0	4.200	5.750	0.000	0.700
ROOFER	BLD			30.000	32.000	1.5	1.5	2.0	3.650	2.200	0.000	0.300
SHEETMETAL WORKER	BLD			30.970	32.720	1.5	1.5	2.0	3.930	5.260	0.000	0.340
SPRINKLER FITTER	BLD			31.320	32.820	2.0	2.0	2.0	4.000	4.500	0.000	0.300
STEEL ERECTOR	E ALL			30.000	31.500	2.0	2.0	2.0	5.060	8.740	0.000	0.220
STEEL ERECTOR	W ALL			28.180	29.590	2.0	2.0	2.0	4.040	10.89	0.000	0.250
STONE MASON	BLD			29.300	31.300	1.5	1.5	2.0	4.300	4.580	0.000	0.120
TELECOM WORKER	ALL			22.900	24.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO MASON	BLD			27.370	28.870	2.0	1.5	2.0	4.300	5.050	0.000	0.160
TILE MASON	BLD			28.420	30.420	2.0	1.5	2.0	3.500	4.350	0.000	0.400
TRAFFIC SAFETY WRKR	HWY			19.650	21.150	1.5	1.5	1.5	2.100	0.900	0.000	0.000
TRUCK DRIVER	ALL 1			25.300	25.850	1.5	1.5	2.0	3.950	2.750	0.000	0.000
TRUCK DRIVER	ALL 2			24.450	25.850	1.5	1.5	2.0	3.950	2.750	0.000	0.000
TRUCK DRIVER	ALL 3			25.650	25.850	1.5	1.5	2.0	3.950	2.750	0.000	0.000
TRUCK DRIVER	ALL 4			25.850	25.850	1.5	1.5	2.0	3.950	2.750	0.000	0.000
TUCKPINTER	BLD			29.650	30.650	1.5	1.5	2.0	3.660	4.500	0.000	0.260

Legend: M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

SUPPLEMENTARY CONDITIONS
McCullum Park Building Demolition - 6847 Main St.

Vac (Vacation)
Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS (WEST) - West of Route 53.

PLUMBERS & PIPEFITTERS (SOUTH) - South of a line down the center of 22nd Street.

PLUMBERS & PIPEFITTERS (NORTH) - North of a line down the center of 22nd Street including Argonne National Laboratories. The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

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

TELECOM WORKER

Class 1. Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

SUPPLEMENTARY CONDITIONS

McCullum Park Building Demolition – 6847 Main St.

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

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

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

OPERATING ENGINEERS - BUILDING

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

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Fortlift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

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

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

SUPPLEMENTARY CONDITIONS

McCollum Park Building Demolition – 6847 Main St.

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

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

SUPPLEMENTARY CONDITIONS

McCullum Park Building Demolition – 6847 Main St.

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions, which are available. If there is no such definition on file, the Bureau of Labor Statistics SIC list will be used. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. Further, if no such neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-727 for wage rates or clarifications.

LANDSCAPING

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

DUPAGE COUNTY

SUPPLEMENTARY CONDITIONS
McCollum Park Building Demolition – 6847 Main St.

SC-18 PRE-CONSTRUCTION CONFERENCE

Prior to commencing construction, a meeting will be held with the contractor, the Owner and its Agent, and a representative from the Downers Grove Park District. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by the contract administrator. The Owner or its Agent shall provide daily inspection of the work to ensure compliance with the published plans and specifications.

SC-19 PROSECUTION OF THE WORK

The Contractor shall not be allowed to claim lack of receipt where the Notice to Proceed was mailed by U.S. Postal Service certified mail to the business address listed in his Proposal. In the case where the Owner does not receive evidence of receipt within ten (10) days of the date of Notice to Proceed, the Owner may revoke the contract and find the Contractor in default.

SC-20 FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the work within the contract time, the Contractor shall be liable to the Owner for liquidated damages as described in the Proposal, for each calendar day of overrun in the contract time. The contract time shall include any additional calendar days properly authorized by the Owner in writing, after the execution of this contract.

SC-21 SIGNS

The Contractor shall maintain the premises free from all advertising of his or any subcontractors' services. The Contractor shall see that no signs are erected, except for those warning or safety signs posted to advise of hazards to the public and those parties engaged in the performance or monitoring of the work covered under this contract.

SUPPLEMENTARY CONDITIONS

McCollum Park Building Demolition – 6847 Main St.

SC-22 SWORN STATEMENT AND WAIVERS OF LIEN

The Owner will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which it applies. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies.

All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Owner and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

SC-23 TAX EXEMPTION

The Owner is exempt from the Illinois State and/or municipal or county retailers' occupational tax, service occupation tax, use tax and service use tax, and Bid prices shall not include the cost of such taxes. Federal excise tax does not apply to materials or services purchased by Owner. Should the federal excise tax be applicable to this transaction, Owner will furnish a federal exemption certificate. The bid prices quoted herein by Bidder shall be deemed conclusively to include all other direct or indirect federal, state and local taxes that apply.

A tax exemption certificate will be furnished upon request, to any Vendor supplying goods or services for this project.

SPECIAL PROVISIONS

McCollum Park Building Demolition – 6847 Main St.

SPECIAL PROVISIONS

The following Special Provisions shall govern the general performance of the work.

SP-1 **GENERAL SCOPE OF WORK**

Description: The McCollum Park Building Demolition Project shall generally consist of the following:

- 1.) Demolition and complete removal of one brick single family residence, two frame garages, one frame shed and one metal machine storage shed;
- 2.) Removal of approximately 700 cubic yards of mixed debris, consisting primarily of pea gravel, with clay and broken concrete.
- 3.) Removal and proper disposal of any asbestos or hazardous materials requiring said handling in accordance with all local, state and federal requirements.
- 4.) Backfilling, with acceptable material, all excavations and cavities created by building and foundation removal.
- 5.) Erection and removal of temporary fencing to protect the site and the general public during the project period.

All utilities, including water, natural gas and electric, have been disconnected from the structures. The Owner shall delineate the construction area on the site.

SPECIAL PROVISIONS

McCullum Park Building Demolition – 6847 Main St.

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

1. Contractor's operations shall be conducted to minimize the area disturbed by the demolition process. Debris or machinery shall not be placed or moved beyond the construction zone outlined on the plan sheet. Final payment may be withheld pending restoration of areas outside the construction zone disturbed by the demolition.
2. The Contractor shall install temporary fencing around the limits of the work site as shown on the Plan Sheet. For the purposes of bidding, the length of fence to be installed is estimated to be 700 linear feet. The Contractor shall adjust the placement of the fence in the field to adequately protect the site from unwanted incursions, and to mitigate any hazards to the public, which may be created by the work.
3. Clean fill or gravel obtained on the project site may be used to backfill excavations remaining after foundation wall, footing or slab removals. However, no broken concrete, asphalt, organic material, or miscellaneous debris may be used, particularly in areas to be re-excavated for new construction.
4. Care shall be taken to prevent damage to trees and landscaping within the work site when it is designated for preservation.

SPECIAL PROVISIONS

McCullum Park Building Demolition -- 6847 Main St.

SP-3 TREE PROTECTION AND ROOT PRUNING

All trees not marked for removal shall be protected from damage, equipment storage or traffic (this includes crowns, trunks and roots) within a circle of a radius determined by the diameter of the tree trunk. These distances shall be as follows:

<u>TREE DIAMETER</u> (In inches, 4.5' above ground)	<u>DISTANCE IN FEET</u> (Edge of trench to tree)
0-2	1
3-4	2
5-9	5
10-14	10
15-19	12
19-over	15

The Park District Forester shall determine the loss in tree value as a result of unauthorized limb pruning or other damage. The most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) shall be used. In conjunction, the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association) shall also be used. The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Owner hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

Additionally, no materials or equipment may be stored or kept in the Tree Protection Zone.

The Park District Forester or his representative shall have final authority to resolve any questions regarding proper protection procedures or the quality of their performance.

SPECIAL PROVISIONS

McCullum Park Building Demolition – 6847 Main St.

SP-4 DUST AND DEBRIS CONTROL

All off-site roadway and sidewalk surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following methods: mechanical sweeping equipment, manual labor, other approved techniques.

Dust control, and roadway cleanup shall be considered incidental to the cost of the work to be performed by this contract, and no further compensation shall be due the Contractor or other party subject to his control and direction.

PROPOSAL FORM

McCollum Park Building Demolition – 6847 Main St.

PROPOSAL

TO THE: VILLAGE OF DOWNERS GROVE
PUBLIC WORKS DEPARTMENT
5101 WALNUT AVENUE
DOWNERS GROVE, ILLINOIS 60515-4074

1. Following is the Proposal of:

Name: Environmental Cleansing Corporation

Address: 16602 S. Crawford Ave., Unit 3, Markham, Il. 60426

Phone No.: 708-532-7000

for the construction of the

MC COLLUM PARK BUILDING DEMOLITION – 6847 MAIN ST.

2. The specifications for the proposed work are those prepared by the Village of Downers Grove, dated December 2001,

3. By submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.

The bidder hereby states the following items of work will not be performed by his organization. List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.

TYPE OF WORK	CONTRACTOR	ADDRESS	PHONE #
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No work to be subcontracted.

PROPOSAL FORM

McCollum Park Building Demolition – 6847 Main St.

4. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Standard Specifications, and form of this Contract. The undersigned also declares that he has inspected the site of the proposed work in detail, and has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction. By making this Proposal, the undersigned hereby waives all rights to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if this Proposal is accepted, he is to provide for and furnish all the machinery, tools, apparatus, labor, materials and expertise necessary to perform the work as called for by the contract. The undersigned agrees that the work shall be completed in the manner and sequence prescribed by the Specifications, as well as in accordance with the requirements set forth elsewhere in this agreement.
6. The undersigned herewith submits his Schedule of Prices covering the work to be performed under this Proposal. The undersigned understands that he must show his proposed unit price for each item of work in the Schedule of Prices, and that the extensions must be made by him. If the unit prices and their extensions are not properly completed, the undersigned's Proposal may be rejected as irregular.
7. The undersigned understands that the quantities described within the Schedule of Prices are estimated, and that they are subject to increase or decrease. The undersigned therefore agrees to take as payment in full, the calculated total payment amount based upon the actual quantity of each item installed or constructed. The total payment amount shall be calculated by multiplying the final quantity of each item by its respective unit price as shown in the Schedule of Prices contained herein, and then summing the respective monetary extensions of all the items.
8. The undersigned understands and agrees that the unit prices shown on the Schedule of Prices contained herein will be used for obtaining a gross sum of the bid items listed thereon. The undersigned further agrees that if there is any discrepancy between the stated gross sum bid submitted and the summed monetary extensions of the unit prices, the latter shall supercede and apply. The undersigned also agrees that the unit prices submitted will be used for calculating the value of any additions or deductions to the Plan Quantities.
9. The Owner reserves the right to increase or decrease the size of the project, or to delete any of the work, in whole or in part, after the execution of this agreement. The undersigned hereby agrees that he shall subsequently perform the remaining work at the contract unit prices shown on the Schedule of Prices, at any of the locations called for by the work, whether described herein or not.
10. The Owner reserves the right to order additional work or material, which is not otherwise called for in the Proposal or Contract as, or incidental to, a specific item accompanied by a given unit price. The undersigned further agrees that such additional work shall be performed and paid for as extra work, either at a lump sum price, or at unit prices agreed upon by the Owner and the undersigned. Extra work shall not be started until written authorization in the form of a change order from the Owner is executed and presented to the Contractor. Each change order shall describe the work to be performed and the method of payment to be made for each item described thereon. The undersigned understands that work performed without such order will not warrant compensation.
11. Within ten (10) days after receipt of the Notice of Award of the Contract, the undersigned further agrees to execute a contract for this improvement and present the same to the Owner.

PROPOSAL FORM

McCullum Park Building Demolition – 6847 Main St.

12. Within ten (10) days after receipt of the Notice of Award of the Contract, the undersigned further agrees to present a Performance Bond, and Labor and Materials Payment Bond in the form prescribed by, and satisfactory to the Owner. The Bonds shall be properly executed by the Contractor and his Surety in the penal sum of the full amount of the contract, guaranteeing the faithful performance and completion of all work in accordance with the terms of the Contract.

13. Within 10 days after receipt of the Notice to Proceed, the undersigned further agrees to begin the work described herein. The undersigned agrees to prosecute the work in such a manner as to ensure completion of the project by April 30, 2002, unless additional time is granted by the Owner. Such extension of time shall be granted in accordance with the general requirements, it being understood and agreed that completion within the time heretofore specified is an essential part of the Proposal.

If the Contractor fails to complete the work by the date named above, the undersigned agrees to pay the Owner \$200.00 per calendar day as liquidated damages until the work is completed. Liquidated damages shall be assessed from May 1, 2002, or the expiration date of any contract time extension, up to and including the date the work is completed.

14. Accompanying this Proposal is a bid deposit in the form of a Bid Bond acceptable to the Owner, Cash Deposit, Certified Check, or a Bank Cashier's check for not less than 5 percent of the bid. The bid deposit shall be made payable to the Village of Downers Grove.

If this Proposal is accepted, the undersigned must execute a Contract, and submit a Performance Bond and a Labor and Materials Payment Bond as prescribed herein. Should the bidder fail to do so within the prescribed time limits, the undersigned agrees that the amount of the bid deposit shall become the property of the Owner. Any forfeited bid deposit shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the bidder's failure to properly execute the Contract and the Performance and Payment Bonds. The bid deposit shall be returned to the undersigned if the requirements of the Contract and Performance and Payment Bonds are met.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond # Z14717

KNOW ALL MEN BY THESE PRESENTS, that we
ENVIRONMENTAL CLEANSING CORPORATION (Here insert full name and address or legal title of Contractor)
ILLINOIS

as Principal, hereinafter called the Principal, and
American Guarantee & Liability Ins. Co. (Here insert full name and address or legal title of Surety)

One Liberty Plaza 30th Floor New York, NY 10006
a corporation duly organized under the laws of the State of New York
as Surety, hereinafter called the Surety, are held and firmly bound unto
VILLAGE OF DOWNERS GROVE, PUBLIC WORKS DEPT (Here insert full name and address or legal title of Owner)
ILLINOIS

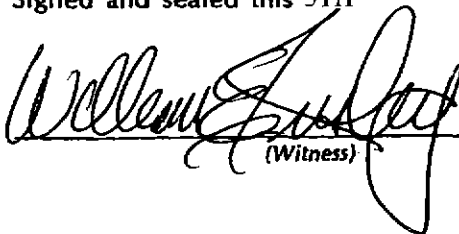
as Obligee, hereinafter called the Obligee, in the sum of TWO THOUSAND FIVE HUNDRED
AND 00/100 Dollars (\$2,500.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

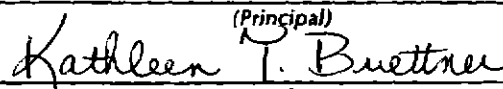
WHEREAS, the Principal has submitted a bid for
MCCOLLUM PARK BUILDING DEMOLITION (Here insert full name, address and description of project)
6847 MAIN ST

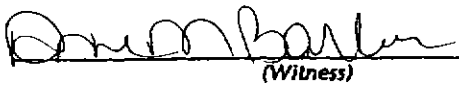
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

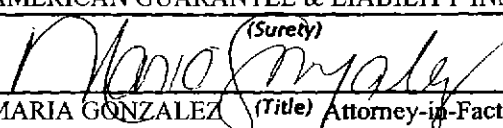
Signed and sealed this 5TH day of FEBRUARY 2002


(Witness)

ENVIRONMENTAL CLEANSING CORPORATION


(Principal) (Seal)
Kathleen T. Buettner (Title) Secretary


(Witness)

AMERICAN GUARANTEE & LIABILITY INS. CO.

(Surety) (Seal)
MARIA GONZALEZ (Title) Attorney-in-Fact

AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY

One Liberty Plaza, [30th Floor], New York, New York, 10006

CERTIFIED POWER OF ATTORNEY

Z14717

APPOINTING INDIVIDUAL ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENT, That the AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York with its Executive Offices located in Schaumburg, Illinois, does here by nominate, constitute and appoint

Michael J. Friedrich, William J. Ballay, Maria Gonzalez of Bridgeview, IL

Its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf, during the period beginning with the date of issuance of the power: **Any and all bonds, undertakings, recognizances or other written obligations in the nature thereof,**

and to bind AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY thereby, and all of the acts of said Attorney(s)-in Fact, pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded:

Section 2, Article III. "...The president or a vice president in a written instrument attested by a secretary or an assistant secretary may (a) appoint any person Attorney-in Fact with authority to execute surety bonds on behalf of the company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal...Any such officers may revoke the powers granted to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY at a meeting duly called and held on the 25th day of March 1992:

"RESOLVED, that the signature of the president or a vice president and the attesting signature of a secretary or an assistant secretary and the seal of the company may be affixed by facsimile on any Power of Attorney granted pursuant to Section 2 of article III of the By-Laws, and the signature of a secretary or an assistant secretary and the seal of the company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the company. Furthermore, any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the company."

IN WITNESS WHEREOF, the AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, **the 29th day of December 2000.**

WARNING: This Power of Attorney is printed on paper that deters unauthorized copying or faxing.

AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY



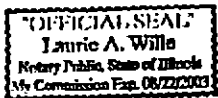
STATE OF ILLINOIS }
COUNTY OF COOK } ss:

David A. Bowers
Secretary

Donald Hurzeler
Executive Vice President

On this 29th day of December A.D., 2000, before the subscriber, a Notary Public of the State and County aforesaid, duly Notary Public commissioned and qualified, came the above named vice president and secretary of the AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same and, being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Laurie A. Willis
Notary Public
My Commission Expires 08/22/03

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

I, the undersigned, a secretary of the AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY, do hereby certify that the Power of Attorney hereinabove set forth is still in full force and effect, and further certify that Section 2 of Article III of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company the 5TH day of FEB 2002



David A. Bowers
Secretary

PROPOSAL FORM

McCollum Park Building Demolition – 6847 Main St.

ATTACH BID DEPOSIT HERETO

PROPOSAL FORM

McCullum Park Building Demolition – 6847 Main St.

15. In compliance with the laws of the State of Illinois and the requirements of the Village of Downers Grove, every bid submitted to the Village of Downers Grove shall have the following:

- a.) A Contractor's Certificate signed by the Contractor submitting the bid stating that the Contractor is not barred from bidding this contract as a result of violations of Sections 5/33E-3 or 5/33E-4 of Chapter 720 of the Illinois Compiled Statutes, and that the Contractor is not delinquent in any tax administered by the Illinois Department of Revenue; and;
- b.) A Contractor's Certificate signed by the Contractor submitting the bid stating that the Contractor is willing and able to comply with the Village's insurance requirements.

PROPOSAL FORM

McCollum Park Building Demolition - 6847 Main St.

16. The undersigned agrees that if awarded the Contract, he will comply with all requirements as set forth herein.

16.1 ~~IF INDIVIDUAL BUSINESS:~~

~~_____
(Signature of Bidder)~~

~~_____
(Business Address)~~

16.2 ~~IF A CO-PARTNERSHIP~~

~~_____
(Firm Name)~~

~~_____
(Business Address)~~

~~Names and addresses of all firm members:~~

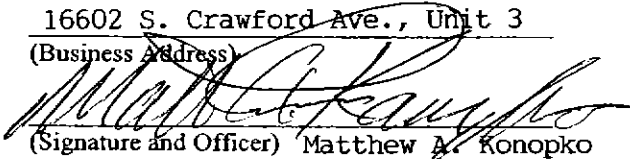
~~_____

_____~~

16.3 IF A CORPORATION:

Environmental Cleansing Corporation
(Corporate Name)

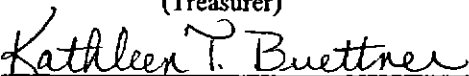
16602 S. Crawford Ave., Unit 3
(Business Address)


(Signature and Officer) Matthew A. Konopko

Names of Officers: Matthew A. Konopko
(President)

Kathleen T. Buettner
(Secretary)

David M. Konopko
(Treasurer)

ATTEST: 
(Secretary)

PROPOSAL FORM

McCullum Park Building Demolition – 6847 Main St.

CONTRACTOR'S CERTIFICATION

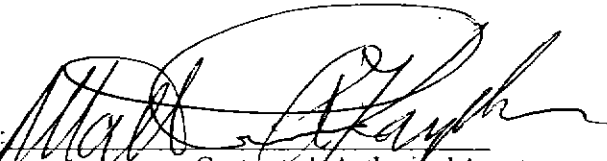
Contractor, Environmental Cleansing Corporation, hereby certifies
(Name of Contractor)

that it is not barred from bidding on the contract for:

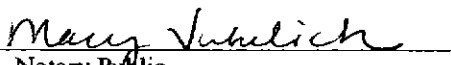
MC COLLUM PARK BUILDING DEMOLITION – 6847 MAIN ST

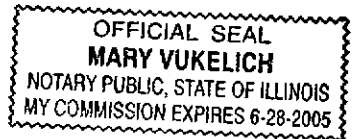
as a result of a violation of either Section 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4 of the Illinois Compiled Statutes.

Contractor further certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or that the Contractor is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Contractor further certifies that if it owes any tax payment(s) to the Department of Revenue, Contractor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Contractor is in compliance with the agreement.

By: 
Matthew A. Konopko Contractor's Authorized Agent

Subscribed and sworn to before me this
6th day of February, 2002


Notary Public



CONTRACTORCERT \0400PROP.DOC

FEIN
36-3733358

PROPOSAL FORM

McCollum Park Building Demolition - 6847 Main St.

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH CONTRACT INSURANCE REQUIREMENTS**

Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?
(Circle one) Yes No

INSURANCE CARRIER'S NAME Zurich American Insurance Company

AGENT/AGENCY Bonding and Insurance Specialists Agency, Inc.

Street Address 9340 South Harlem Avenue

City, State, Zip Code Bridgeview, Illinois 60455

Telephone Number 708-598-5355 Fax 708-598-6686

(Contractor shall Complete Applicable Paragraph Below)

(a) Corporation

The Contractor is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Environmental Cleansing Corporation of America, and the full names of its Officers are as follows:

President: Matthew A. Konopko

Secretary: Kathleen T. Buettner

Treasurer: David M. Konopko

Moreover, it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-laws or other authorization by the Corporation, which permits the person named as Proxy above to execute the certification for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____ which name is registered with the office of _____ in the state of _____.

PROPOSAL FORM

McCollum Park Building Demolition -- 6847 Main St.

~~(c) Sole Proprietor~~

~~The Supplier is a Sole Proprietor whose full name is _____~~

~~and if operating under a trade name, said trade name is _____~~

~~_____ Which name is
registered with the office of _____ in the State of _____.~~

VILLAGE OF DOWNERS GROVE DEPARTMENT OF PUBLIC WORKS MC COLLUM PARK BUILDING DEMOLITION - 6847 MAIN ST. PROJECT 31-01 SUMMARY OF QUANTITIES		DATE		BID PRICE	
ITEM NO.	PAY ITEM	BID QTY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	DEMOLITION OF FIVE (5) STRUCTURES	1	LUMP SUM	27,912	27,912.00
2	REMOVAL OF STOCKPILED DEBRIS	700	CU YD	18.50	12,950.00
3	TEMPORARY SITE FENCING	700	LIN FT	3.75	2,625.00

TOTAL FOR BASE BID:

43,487.00

VILLAGE OF DOWNERS GROVE

PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 5101 WALNUT AVENUE
 DOWNERS GROVE, ILLINOIS 60515-4074

Affidavit of Availability

For the Letting of McCollum Park Building Demolition
 6847 Main St.

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate. If no work is contracted, show NONE.

County and Section Number	1 Cook	2 Cook	3 DuPage	4 Winnebago	Awards Pending Cook	
Contract With	Franciscan Sisters	ARC Environmental	Argonne Nat'l Laboratory	Patrick Mac	Home Depot USA Midwest Div.	
Estimated Completion Date	5/02	3/02	5/02	3/02	5/02	
Original Contract Price	606,005.00	134,500.00	503,594.00	93,650.00	484,489.00	Accumulated Totals
Completed Dollar Value if Prime Contractor	92,250.00	47,075.00	66,656.00	78,650.00	484,489.00	767,120.00
Completed Dollar Value if Subcontractor	None	None	None	None	None	None
					Total Value of All Work	767,120.00

II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Work Item	1 Cook	2 Cook	3 DuPage	4 Winnebago	Awards Pending Cook	Accumulated Totals
Asphalt Cement Concrete Paving	None	None	None	None	None	
Bituminous Plant Mix	None	None	None	None	None	
Bituminous Aggregate Mixture	None	None	None	None	None	
Cellaneous Bituminous Paving	None	None	None	None	None	
Plan & Seal Cracks/Joints	None	None	None	None	None	
Aggregate Bases & Surfaces	None	None	None	None	None	
Highway, R.R. and Waterway Structures	None	None	None	None	None	
Drainage	None	None	None	None	None	
Electrical	None	None	None	None	None	
Paint and Seal Coats	None	None	None	None	None	
Cellaneous Concrete Construction	None	None	None	None	None	
Landscaping	None	None	None	None	None	
Painting	None	None	None	None	None	
Gravel	None	None	None	None	None	
Grading	None	None	None	None	None	
Excavation	None	None	None	None	None	
Foundation Construction	None	None	None	None	None	
Asbestos Abatement	None	None	None	None	67,829.00	67,829.00
Demolition	90,250.00	47,075.00	66,656.00	78,650.00	416,660.00	699,291.00
Totals	90,250.00	47,075.00	66,656.00	78,650.00	489,489.00	767,120.00


Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined under Section 5 of "The Illinois Purchasing Act." Failure to comply will result in voidance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

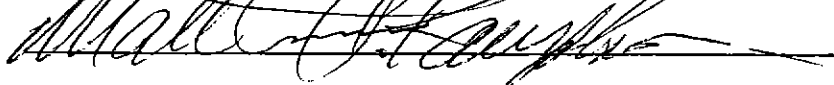
List below the work, according to each contract on the reverse, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture. If no work is subcontracted to others, show NONE.

	1	2	3	4	Awards Pending
Subcontractor	None	None	None	None	None
Type of Work	↑	↑	↑	↑	↑
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	None	None	None	None	None

I, the undersigned, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

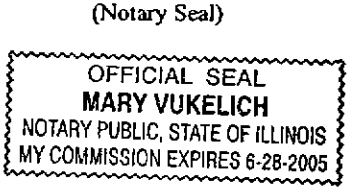
Subscribed and sworn to before me
 on the 6th day of February 2002

 Notary Public
 My commission expires 6-28-05

Type or Print Name Matthew A. Kopacko President
Officer of Director Title

Signed 

Company Environmental Cleansing Corporation

Address 16602 S. Crawford Avenue, Unit 3
Markham, Illinois 60426



VILLAGE OF DOWNERS GROVE

CONTRACT

1. THIS AGREEMENT, made and concluded this ___ day of ___, 20___, between the Village of Downers Grove acting by and through its Council, known as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Plans, General Conditions, Supplementary General Conditions, Special Provisions and Specifications hereinafter described, and in full accordance with all the terms of this agreement and the requirements of the Owner under it.

3. And it is also understood and agreed that the Notice to Contractors, General Conditions, Supplementary General Conditions, Specifications, Proposal and Contract Bond hereto attached, for the McCullum Park Building Demolition - 6847 Main St. and prepared by the Village of Downers Grove are all essential documents and are all incorporated herein by reference and made a part of this Contract.

4. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

ATTEST: THE VILLAGE OF DOWNERS GROVE

_____ By _____
Village Clerk Director of Engineering

(Municipal Seal)

If a Corporation:
Corporate Name Environmental Cleansing Corporation

ATTEST:

_____ By _____
Secretary / Kathleen T. Buettner President / Matthew A. Konopko
Party of the Second Part

(Corporate Seal)

If a Co-Partnership:
_____(Seal)
_____(Seal)
_____(Seal)

Partners doing business under the firm name of _____

Party of the Second Part

If an Individual:

_____(Seal)
Party of the Second Part

ORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/06/2002

ISSUER
BONDING & INSURANCE SPECIALISTS AGENCY, INC.
9340 S. HARLEM AVENUE
BRIDGEVIEW, IL 60455

Serial #

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A ZURICH AMERICAN INSURANCE COMPANY
COMPANY B STEADFAST INSURANCE COMPANY
COMPANY C
COMPANY D

INSURED
ENVIRONMENTAL CLEANSING CORPORATION
OF AMERICA
16602 S. CRAWFORD AVENUE, UNIT 3
MARKHAM, IL 60426

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> INCL. POLLUTION LIABILITY FOR ASBESTOS, LEAD, QPS	AAO-3743142-01	05/16/01	05/16/02	GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP 3743144-01	04/23/01	04/23/02	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
B	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	SUO-3691606-01	05/16/01	05/16/02	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC-3691605-02	12/22/01	12/22/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
A	<input checked="" type="checkbox"/> OTHER PROFESSIONAL ENVIRONMENTAL CONSULTANT'S LIABILITY	PEC-3691607-01	05/16/01	05/16/02	\$1,000,000 EACH CLAIM \$1,000,000 TOTAL ALL CLAIMS

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: ASBESTOS SURVEY
START DATE: 1/23/02 TO 2/5/02
THE CERTIFICATE HOLDER AND DOWNERS GROVE PARK DISTRICT ARE ALSO NAMED AS AN ADDITIONAL INSURED UNDER THE G/L POLICY.

CERTIFICATE HOLDER

VILLAGE OF DOWNERS GROVE CIVIC CENTER
ATTN: ED DOCEKAL
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515-4776

KAO

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]