REQUESTS FOR BID

SNOW REMOVAL

FOR

VILLAGE CUL-DE-SACS, PARKING LOTS AND SIDEWALKS

OSWEGO POLICE DEPARTMENT PARKING LOT AND SIDEWALKS

OSWEGO FIRE PROTECTION DISTRICT

STATIONS 1, 2, 3, 4

PARKING LOTS AND SIDEWALKS
LEGAL NOTICE
INVITATION TO BID

TO PROVIDE SNOW REMOVAL SERVICES FOR
THE VILLAGE CUL-DE-SACS, PARKING LOTS AND SIDEWALKS
OSWEGO POLICE DEPARTMENT PARKING LOT AND SIDEWALKS
OSWEGO FIRE PROTECTION DISTRICT STATIONS 1,2,3,4
PARKING LOT AND SIDEWALKS

Sealed bids for Snow Removal will be received at the address listed below until Thursday, September 6, 2018 at 10:00 a.m. Bids will be publicly opened and read aloud at the above stated time and place. Proposals not physically received by the Village by 10:00 a.m. on Thursday, September 6, 2018 will be returned, unopened to the firm. All proposals should be addressed to:

Village of Oswego
Re: (vendor name)
Proposal for Snow Removal
Attention: Carri Parker, Purchasing Manager
100 Parkers Mill
Oswego IL 60543

Proposal packets are available online at http://www.oswegoil.org. The link can be found under the Business & Development Tab-Bids & RFPs. Additionally; packets may be picked up at the Finance Department, Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois, 60543. Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier’s check in the amount of ten percent (10%) of the total amount of one push of all line items and made payable to the client address Village of Oswego, 100 Parkers Mill, Oswego IL 60543. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village. Checks or drafts of unsuccessful bidders will be returned as soon as possible after opening and checking the bids.

Questions regarding this request for proposal should be in writing and directed to Dave Markowski, Public Works Operations Superintendent, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543, Email: dmarkowski@oswegoil.org

This contract is not subject to payment of Prevailing Wages. Each contractor is to submit their bid as indicated in the Specifications.

Emailed or faxed bids will not be accepted.

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

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the proposal or contract.
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SPECIFICATIONS

Snow Removal

SCOPE OF WORK

Four (4) options are available to be bid together or individually. Bid award will be determined based on each Option and bid requirements.

Option 1: Village of Oswego 119 Cul-De-Sacs (Purple) on attached map

Option 2: Village of Oswego 122 Cul-De-Sacs (Orange) on attached map

Option 3: Village of Oswego Parking Lots, and Sidewalks: Village Hall, 100 Parkers Mill; Various locations on W. Washington St., W. Jackson St., W. Jefferson St., S. Main St., Harrison St, and S. Adams St.; and Park-n-Ride, Station Drive. See exact locations on attached maps.

Option 4: Oswego Police Headquarters 3355 Woolley Road, Oswego, IL 60543 Parking Lot and sidewalks AND Oswego Fire Protection District Stations: Station #1 3511 Woolley Road; Station #2 2200 Wiesbrook Drive; Station #3 2200 Galena Road; Station #4 27100 W. 127th Street; Parking Lots and Sidewalks.

PLEASE NOTE: Oswego Police Headquarters and Oswego Fire Protection District facilities are operational 24 hours a day, 365 days a year. Public services cannot be interrupted during the removal of snow and ice

A. PERFORMANCE – Contractor shall perform the maintenance, furnish all labor, equipment, and supplies for the removal of snow and ice based on awarded option listed above.

   1. All work shall be completed, whereby the snow will be removed from all designated sites as indicated on the map per event.
   2. Work shall commence upon notification by Village, Fire, or Police personnel contacts the contractor per event.

B. BEGIN WORK TIME – The Contractor shall begin snowplowing operations within 1 hour after notification by Village, Fire, or Police Department personnel. Should the Contractor fail to comply with this response time, liquidated damages or termination of this contract may apply at the sole discretion of the Village.

C. COMPLETION TIME - All work shall be completed, whereby the snow will be removed from all designated locations as indicated on the map, per event. All cul-de-sac pushes shall be completed within 8 hours of start of the first push. For sidewalks and the Village Hall & Harrison Street parking lots, if an evening snowstorm occurs, snow removal services must
be completed prior to 6:00 a.m. the next day or within 4 hours of notification. If a daytime snowstorm occurs, snow removal services shall be completed within 4 hours of the start of the first push.

1. Should operations require additional time, the Contractor shall contact the Village to request an extension. The Village may grant an extension in its sole discretion.
2. Should the Contractor fail to comply with this response and completion time, this contract may be subject to liquidated damages or termination at the sole discretion of the Village.

D. POINT OF CONTACT – The Contractor shall submit the name and phone number of the person that the Village is to contact when snowplowing is to be done. Contractor is to give the Village 24-hour notice if the Contractor contact changes.

E. PRE-SEASON EVALUATION – Prior to the first snowfall each year, the Contractor and their drivers shall visit each site to observe locations of curbs, shrubs, manholes, fencing, fire hydrants, guard rails, electrical junction boxes and any other areas that are susceptible to damage as they are easily concealed by snowfall.

F. SALT – Sodium Chloride road salt is to be applied the entire width (curb to curb) at a minimum rate of 300lbs. per lane mile (courts = approx. 12.5 lane miles) (parking lots = 1 lane miles) or otherwise determined by Village personnel. Application rates may vary pending weather conditions. Salting equipment used by the contractor is to be calibrated by Village staff no later than November 1st.

G. SIDEWALK AND BRICK PAVER SNOW REMOVAL – All sidewalks and brick paver areas are to be cleared of snow and treated with specified ice melting products (FreezGard 100% Magnesium Chloride Ice Melt, or approved equivalent) the entire width of the sidewalk (edge to edge and continue throughout the storm) to maintain safe passageways during the storm. Snow piles are not to exceed more than 4 feet high. Snow will be relocated off the sidewalk and brick paver areas but not placed on the street or parking lots unless coordinated with Public Works, Police or Fire Department personnel prior to removal. Snow shall not be placed on any plant material. No skid loaders or heavy equipment will be allowed on sidewalks or brick pavers.

H. HANDICAP RAMPS AND STEPS – Handicap ramps and steps are to be shoveled and treated with specified ice melting products (FreezGard 100% Magnesium Chloride Ice Melt, or approved equivalent) the entire width (edge to edge of the ramp and steps) and continue throughout the entire storm to maintain safe passageways during the storm. Contractor is responsible to push back or remove enough snow from both sides of the ramps and steps to make room for the next storm. Snow piles are not to exceed more than 4 feet high. Snow will be relocated off the sidewalk and brick paver areas but not placed on the street, parking lots and plant material.
I. PARKING LOTS - All parking lot surface areas are to be plowed and treated with Sodium Chloride road salt, the entire width (curb to curb) and continuous throughout the entire storm as directed by the Village. The Contractor is responsible to push back or remove snow to make room for the next storm. Snow will be relocated as not to be placed on streets, sidewalks, brick paver areas and plant materials.

J. PERFORMANCE – Snow plow blades are to be flush with the pavement, removing as much snow as possible. The Contractor agrees to perform snowplowing service work to the acceptance of the Village or Oswego Fire Protection District personnel. Work not completed in a satisfactory manner will be redone by the Contractor at no additional cost.

K. NON-AUTHORIZED WORK – At no time while working for the Village or Fire District shall the Contractor perform any work other than as directed by the Village or Fire District. Contractors shall not drive on driveways or leave the public Right-of-Way without authorization by the Director of Public Works or designee. Non-authorized work may result in termination of the contract at the sole discretion of the Village or Fire District.

L. RESTORATION – All lawn areas damaged by snow removal shall be regraded to form a smooth transition from the existing lawn to the disturbed area. The disturbed area will be treated with an application of pulverized topsoil with a 50/50 blend of bluegrass/ryegrass seed at a minimum rate of 5 pounds per 1,000 square feet and then a Penn mulch (or equivalent) added on top of restored area. The Contractor shall provide replanting if necessary until a healthy stand of grass is established by July 1 as determined by Oswego Public Works personnel. All initial restoration must be completed no later than April 30 to the satisfaction of the Village. Failure to do so will result in the Village fixing the damage and holding money from the retainage.

M. DAMAGES – In the event of an accident the Contractor shall immediately contact the Village to secure a police report for insurance purposes and shall provide a full accounting of all details of the accident. The Contractor shall furnish the Village and all interested parties copies of all reports. The Contractor shall cooperate fully with any investigation of an accident which occurs on Village property.

The Contractor will be responsible for damages to mailboxes, parked vehicles, sod, trees, pavement or roadway appurtenances, and persons or items damaged by the Contractor. Any damage must be restored in a timely manner to the satisfaction of the Village.

N. MAILBOXES – The Village will inspect mailboxes. If Village staff determines damage was caused by snow coming off the blade there will be no responsibility on the part of the contractor to pay for the damages. However, if it is determined that the snowplow hit the mailbox the Contractor shall pay up to $75.00 for repairs for each mailbox damaged. In the event of multiple boxes on a post, the Contractor may be required to pay up to $75.00 for each mailbox attached to the post. A $25.00 administrative fee will be assessed to each mailbox claim.
O. **RETAINAGE** – The Village will hold $2,500 retainage to ensure completion of all work in accordance with the contract per option awarded. Retainage will be deducted from the first payment. The Village will deduct from retainage any funds paid to property owners for damaged mailboxes or restoration work completed by the Village.

P. **EQUIPMENT** – All equipment and vehicles used by the Contractor shall be maintained and in good working mechanical condition and where applicable, said equipment should have valid insurance, State of Illinois registration, and State of Illinois vehicle safety sticker. The Village reserves the right to accept any or all equipment submitted by the Contractor. At a minimum the Contractor shall have equipment at its disposal which will include the following snow and ice removal equipment:

Options 1 & 2: Cul-de-sacs:
1. A minimum one 5-yard truck with 10-foot blade and salt spreader. Salt spreaders will be calibrated by Village personnel no later than November 1st.
2. Tractor with bucket
3. Multiple trucks with blades
4. Multiple Skid Steer loaders with blades and/or buckets

Options 3: Village Parking Lots & Sidewalks:
1. A minimum one 5-yard truck with 10-foot blade and salt spreader. Salt spreaders will be calibrated by Village personnel no later than November 1st.
2. Tractor with bucket
3. Multiple trucks with blades
4. Multiple Skid Steer loaders with blades and/or buckets
5. Snow blowers, shovels, walk-behind salt spreaders and sidewalk de-icing material

Options 4: Police Headquarters & Fire Protection District Facilities – Parking Lots & Sidewalks:
1. A minimum one 5-yard truck with 10-foot blade and salt spreader. Salt spreaders will be calibrated by Village personnel no later than November 1st.
2. Tractor with bucket
3. Multiple trucks with blades
4. Multiple Skid Steer loaders with blades and/or buckets
5. Snow blowers, shovels, walk-behind salt spreaders and sidewalk de-icing material

Q. **SAFETY REQUIREMENTS** – All equipment to be used for snowplowing operations shall be equipped with an amber warning light mounted on the top of the cab or at a location clearly visible from all sides of the unit. All vehicles and equipment must be clearly marked to properly identify the snow removal company, including phone number and must be kept clear of snow at all times.
R. CLEAN-UP OPERATIONS – Snow must be removed from all public pavement areas per the map from curb line to curb line. Snow must be deposited in open areas of the parkways or at the end of the cul-de-sac as to not block sidewalks and ramps, driveways, fire hydrants, or mailboxes. Any pile impeding sight vision shall be relocated at no additional cost. At no time will snow be deposited in the center of the cul-de-sac or placed on plant material other than grass.

S. POST STORM CLEAN UP – If necessary post storm clean-up, which includes removal of excess snow from blocked sidewalks, ramps, curb lines, around mailboxes, corners, site distance issues and fire hydrants. Village or Fire District personnel will determine if post storm clean-up is necessary and will notify the contractor. Post storm clean-up will be based on an additional hourly rate. Any additional post storm clean-up due to driver negligence will not be paid.

T. DRIVER’S LICENSE/ BACKGROUND CHECK - Before commencing work, the Contractor shall provide a copy of valid driver’s license for each employee operating equipment in the Village. Drivers shall possess of Commercial Driver’s License with appropriate endorsements if operating equipment that requires such a license. All workers providing services under this Contract must pass a background check performed by the Village Police Department prior to commencing work for the Village.

U. BASIS OF PAYMENT – Snow removal will be paid at the contract unit price per push of all identified areas. Post-storm clean-up will be paid at the contract unit price per hour.
# SCOPE OF WORK AGREEMENT FORM

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INSTRUCTIONS TO BIDDERS

1. **Receipt of Proposal:** September 6, 2018; 10:00 a.m. Local Time

2. **Basis of Proposal:** Sealed proposals will be received until the above noted time and date.

3. **Proposal Description:** 2018 Snow Removal Services

4. **Preparation and Submission of Proposals:**
   A. Each proposal shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
   B. Each bidder must complete, execute and submit with its bid a certification that Bidder is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
   C. Each bidder must submit a complete bid package, including the following items:
      1. Six (6) Signed Bid Certifications
      2. Signed Scope of Work Agreement Form
      3. Bid Sheet with Signature
      4. Signed Contractor’s Bid Agreement Form
      5. References from projects within the last five (5) years.
      6. Equipment List
      7. Bid Guarantee of ten percent (10%) of the total amount of one push for each option bid
      8. One (1) paper copy of the entire bid packet and one electronic version of the entire bid packet on a flash drive in a *.pdf (Adobe Acrobat) version
   D. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
   E. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than thirty (30) days.
   F. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
   G. The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
   H. The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except
such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

I. The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.

J. The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

K. The bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.

L. The bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.

M. By submitting a bid, the bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

N. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

O. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

5. **Additional Information Requests:** Questions regarding this request for bid should be in writing and directed to Dave Markowski, Public Works Operations Superintendent, and Mark Runyon, Public Works Assistant Director, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543, Email: dmarkowski@oswegoil.org and mrunyon@oswegoil.org, FAX: 630-554-8752 by 3:00p.m. on Friday, August 31, 2018. Answers will be provided in writing to all potential Bidders known to the Village; No oral comments will be made to any Bidder as to the meaning of the RFP and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modification or additions to the bid documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of
any such Addendum to those persons who have received bid packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder is required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a Bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive: provided, however that the Village may waive this requirement if it in its best interest.

Bids will be opened and evaluated in private and bids information will be kept confidential until an award is made.

Individuals with disabilities who plan to attend the bid opening and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the Village of Oswego by phone at 630-554-1555 or by email at village@oswegoil.org at least one (1) week prior.

All costs incurred in the preparation, submission and/or presentation of any bid including any Bidder’s travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

6. **Equipment list**: All bidders must provide a list of equipment they will use to complete the project. The Village reserves the right to determine the capability of the equipment and to reserve acceptance or terminate the Contract due to improper or deficient equipment. The Village will conduct a visit to the Contractor’s business facility prior to and after award to inspect all equipment used to complete the project.

7. **Conditions**:
   A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
   B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
   C. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
   D. All bids shall be good for thirty (30) days from the date of the bid opening.

7. **Award of Bid**: The Village of Oswego reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village of Oswego.
   A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part
of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.

B. All awards made in accordance with this Code are final determinations.

C. In addition to price, the Village will consider:

- Ability, capacity and skill to fulfill the contract as specified.
- Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- Character, integrity, reputation, judgment, experience and efficiency.
- Quality of performance on previous contracts.
- Previous and existing compliance with laws and ordinances relating to the contract.
- Sufficiency of financial resources.
- Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- Ability to provide future maintenance and service under the contract.
- Number and scope of conditions attached to the bid/proposal.
- Record of payments for taxes, licenses or other monies due the Village.

8. **Rejection of Bids:**

A. The Village reserves the right to cancel invitations for without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.

B. The Village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Village.

C. Any bid not conforming to the specifications or requirements set forth by the Village in the bid request may be rejected.

D. Bids may also be rejected if they are made by a bidder that is deemed unresponsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages.

9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.
10. **Non-Discrimination:** The Bidder, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

11. **Execution of Documents:** The Bidder, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

   Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

   Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

   Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

   If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

   The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

12. **Ineligible Contractors or Vendors:** The Contractor shall certify their review of the village debarment list found at www.oswegoil.org and to further comply with all provisions of Title 1-16-16 of the Village Code. Each proposal, bid or quotation must also include a listing of all intended subcontractors.

   Bids received from any listed contractor in response to an invitation for bids shall be entered on the abstract of bids and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such proposals, quotations, or offers.
CONTRACT

This contract is entered into this ______day of ________, 2018, by and between the Village of Oswego (Village) and _____________________(Contractor).

The entire proposal package and following sections apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. Persons submitting proposals, or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The Village assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The Term “Village” whenever used in the contract documents shall be construed to mean the Village of Oswego. The Village of Oswego, the Public Works Department, and the Director of Public Works shall also be known herein, respectively, as the Village, the Department, and the Director.

2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this project and proposal. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract. The contractor acknowledges that local ordinance permits the Village to give preference to local businesses.

3. **Billing/invoicing:** All billing and invoicing shall be addressed to the Village or the Fire Protection District, as applicable and will be done on a monthly basis with detailed itemized billing for each event. Billing will include the date, the work performed, the cost per location and the total cost. All billings have to be completed by 4/30 unless an event should occur after this date. The Village and the Fire Protection District shall each be responsible for their own payments.

Village of Oswego, 100 Parkers Mill, Oswego IL. 60543
Oswego Fire Protection District, 3511 Woolley Road, Oswego IL. 60543

If, in the opinion of the Village or Fire District, the contractor has not or is not performing the work covered by these specifications satisfactorily and the contractor has received the demand for performance letter within forty-eight (48) hours, the Village may:

A. Withhold payment.
B. Consider all or any part of this contract breached and terminate the contractor, or
C. May hire another contractor or use its own forces to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.

D. Any demand for performance shall be specifically delivered to contractor by personal delivery, certified or registered mail.

The Village and/or Fire District will make periodic inspections and follow up as needed with the contractor to discuss any issues.

4. **Insurance Requirements:** The Contractor will provide satisfactory proof of insurance naming the Village of Oswego and the Oswego Fire Protection District, together with their officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor’s negligence in the performance of services under this Agreement. Contractors certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Engineer to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

**Workmen’s Compensation Insurance:**
All Liability imposed by Workmen’s Compensation statute

- Employer’s Liability Insurance $1,000,000
- Contractual Liability Insurance $1,000,000
- Completed Operations Insurance $ 500,000

**Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:**

- Commercial General Liability $2,000,000 (each occurrence)
5. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

6. **Termination for public convenience:** The Village may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either Village or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party action where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When this contract, or any portion hereof, is terminated or cancelled by the Village, and the Contractor released before all items of work included in this contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified in Article 109.06 of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, latest revision,
for partially completed items, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

Termination of a contract, as stated above will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

7. **Liquidated Damages:** Time is of the essence to the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Deduction for Each Court Not Completed During the eight (8) hr. Contract Time: $100/per Deduction for Each Hour of Overrun in Contract Time without authorization: $750/hr.

8. **Contract Term:** The contract will be for approximately four (4) years, beginning on the first day of a fully executed Contract and ending on April 30, 2021.

9. **Change Orders:** After a contract is awarded pursuant to the competitive proposal procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
   A. Is not of such a size or nature as to undermine the integrity of the original bidding process; and
   B. Is germane to the original contract; and
   C. Does not exceed twenty percent (20%) of the contracted amount; and
   D. Is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars ($15,000.00).
   E. Change orders for contracts for public improvements shall be as provided by state law.

10. **Compliance with Laws and Regulations:** In addition to the bid and performance bonds set forth above, the contractor must furnish and pay for satisfactory any other security required
by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the bid bond to the contractor.

A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.

B. The contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).

C. The contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

D. The contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor’s status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

E. The contractor must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the Village Finance Director or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.

F. The contractor must provide an affidavit indicating all incomplete work under Contractor and all pending Contractors, along with a schedule of the expected completion of each such contract.

11. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village’s employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker’s Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker’s compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

12. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts
used by the Contractor shall be in the discretion of the Village and in advance by the Village. The Village’s approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to “Contractor” shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

13. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

14. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. Venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.

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

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

17. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days’ prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.

A. When this contract, or any portion hereof, is terminated or cancelled by the Village, and the Contractor released before all items of work included in this contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

18. **Additional Items:** The Village and Contractor further agree that
A. If the Prevailing Wage Act Applies:

Wage Rate Requirements:
1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
2. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
3. The Contractor shall maintain certified time sheets and submit to the Village with final invoice.
4. The Contractor will be required to sign a Wage Rate Requirement Certification.

B. Prevailing Wage: Some or all of the work herein may be subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage Act, and if so legally required, pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: http://www.state.il.us/agency/idol/.

The Village may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall indemnify the Village for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Act and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

C. Sexual Harassment: During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.
D. **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:

1. Publishing a Statement
2. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
3. Specifying the actions that will be taken against employees for violations of such prohibition.
4. Notifying the employee that, as a condition of employment on such Contract, the employee will:
   5. Abide by the terms of the statement; and
   6. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
7. Establishing a drug free awareness program to inform employees about:
   8. The dangers of drug abuse in the workplace;
   9. The Contractor’s policy for maintaining a drug free workplace;
10. Available counseling, rehabilitation, or assistance programs; and
11. Penalties imposed for drug violations.
12. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
13. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
14. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
15. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
16. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
17. The Contractor will be required to sign a Drug Free Workplace Certification.

E. **Substance Abuse Prevention on Public Works Projects:** Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department
of Health and Human Services. At a minimum, the program shall include all of the following:

1. A minimum requirement of a 9-panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.

2. A prohibition against the actions or conditions specified in 820 ILCS 265/10.

3. A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.

4. A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

F. **Non-Collusion**: The Contractor represents that it is not barred from bidding for this contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.

G. **Ineligible Contractors or Vendors**: The Contractor shall certify their review of the village debarment list found at www.oswegoil.org and to further comply with all provisions of Title 1-16-16 of the Village Code. Each proposal, bid or quotation must also include a listing of all intended subcontractors.

Proposals received from any listed contractor in response to an invitation for proposals shall be entered on the abstract of bids and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such proposals, quotations, or offers.

The Contract shall comply with the Employment of Public Works Act (30 ILCS 570/0.01), if applicable.

H. **Compliance with Laws and Regulations**: In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.
19. **Indemnity and Hold Harmless Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village and the Oswego Fire Protection District, their trustees, officers, employees, agents, attorneys and lenders (collectively the “Indemnitees”) harmless from and against all loss and expense (including, but not limited to, reasonable attorney’s fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence. To the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village and the Oswego Fire Protection District is otherwise entitled to assert. This provision shall survive completion, expiration, or termination of this Agreement.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker’s Compensation acts or other employees benefit acts.
**CONTRACT SIGNATURES**

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

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<thead>
<tr>
<th>Village of Oswego Administrator</th>
<th>Date</th>
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<td>Attest</td>
<td>Title</td>
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______________________________________________________________________________

(Printed Name of Contractor)

______________________________________________________________________________

Address | Date

______________________________________________________________________________

City | State | Zip Code

______________________________________________________________________________

Signature of Authorized Representative

______________________________________________________________________________

Title | Date
## SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

**Subcontractor No. 1**

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<thead>
<tr>
<th>Business Name</th>
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<td>Address</td>
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<td>Telephone Number</td>
<td>Value of Work Subcontracted</td>
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<td>Nature of Work Subcontracted</td>
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**Subcontractor No. 2**

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## Subcontractor No. 3

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<td>Telephone Number</td>
<td>Value of Work Subcontracted</td>
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Nature of Work Subcontracted

If additional sheets are needed, please make copies.
REFERENCES

General Information, the list below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

---

Business Name

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

Address

Village, State, Zip Code

Contact Person

Telephone Number

Dates of Service

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Reference No. 2

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Business Name

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

Address

Village, State, Zip Code

Contact Person

Telephone Number

Dates of Service
Reference No. 3

Business Name

Address       Village, State, Zip Code

Contact Person       Telephone Number

Dates of Service

If additional sheets are needed, please make copies.
WAGE RATE REQUIREMENTS CERTIFICATION

GENERAL

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.

2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.

4. The Contractor shall maintain certified time sheets and submit to the Village with final invoice.

__________________________________________________________________________
Village of Oswego Administrator    Date

Attest________________________________   Title _______________________________

__________________________________________________________________________
(Printed Name of Contractor)

___________________________________________________________________________
Signature of Authorized Representative

__________________________________________________________________________
Address
**DRUG FREE WORKPLACE CERTIFICATION**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:
A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.

B. Specifying the actions that will be taken against employees for violations of such prohibition.

C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

D. Establishing a Drug Free Awareness Program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The Contractor's policy for maintaining a drug free workplace;
   3. Available counseling, rehabilitation, or assistance programs; and
   4. Penalties imposed for drug violations.

E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.

F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

G. Imposing a sanction on or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
DRUG FREE WORKPLACE CERTIFICATION

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

____________________________________________________________________________
(Printed name of Contractor)

____________________________________________________________________________
Address

____________________________________________________________________________
City      State    Zip Code

____________________________________________________________________________
Signature of Authorized Representative

____________________________________________________________________________
Title          Date
NON-COLLUSION CERTIFICATION

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

___________________________________________________________________________
(Printed Name of Contractor)

___________________________________________________________________________
Address

___________________________________________________________________________
City     State     Zip Code

___________________________________________________________________________
Signature of Authorized Representative

___________________________________________________________________________
Title          Date
ELIGIBLE CONTRACTOR AND SUBCONTRACTOR CERTIFICATION

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 1-19-16 of The Village Code regarding ineligible contractors.

___________________________________________________________________________
(Printed Name of Contractor)

___________________________________________________________________________
Address

___________________________________________________________________________
City     State     Zip Code

___________________________________________________________________________
Signature of Authorized Representative

___________________________________________________________________________
Title          Date
STATE AND FEDERAL EQUAL OPPORTUNITY EMPLOYER CERTIFICATION

The Undersigned Bidder agrees to comply with all State and Federal Equal Opportunity Employer laws.

___________________________________________________________________________
(Printed Name of Contractor)

___________________________________________________________________________
Address

___________________________________________________________________________
City     State     Zip Code

___________________________________________________________________________
Signature of Authorized Representative

___________________________________________________________________________
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If additional sheets are needed, please make copies.
CONTRACTOR BID AGREEMENT

TO: Village of Oswego
   100 Parker’s Mill
   Oswego, IL 60543

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

__________________________________________________________
Signature

__________________________________________________________
Print Name

__________________________________________________________
Title

__________________________________________________________
Company Name

__________________________________________________________
Date
**OPTION 1:**
Location: Village of Oswego

### (Purple) Cul-de-sac Snow Removal:

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</tr>
<tr>
<td>Optional years: NOTE - additional cul-de-sacs may be added with future developments (each additional)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

### (Purple) Cul-de-sac Salting:

<table>
<thead>
<tr>
<th></th>
<th>2018/19</th>
<th>2019/20</th>
<th>2020/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of salt spreading per application, if necessary – all cul-de-sacs</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Optional years: NOTE - additional cul-de-sacs may be added with future developments (each additional)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

PRINTED NAME  

SIGNED  

TITLE  

COMPANY  

DATE
|----------|-----------------------------|---------|---------|---------|

(Orange) Cul-de-sac Snow Removal:

<table>
<thead>
<tr>
<th>Description</th>
<th>2018/19</th>
<th>2019/20</th>
<th>2020/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total cost of snow removal per push—all designated cul-de-sacs</td>
<td>$</td>
<td>per push</td>
<td>$</td>
</tr>
<tr>
<td>Optional years: NOTE—additional cul-de-sacs may be added with future developments (each additional)</td>
<td>$</td>
<td>per push</td>
<td>$</td>
</tr>
</tbody>
</table>

(Orange) Cul-de-sac Salting:

<table>
<thead>
<tr>
<th>Description</th>
<th>2018/19</th>
<th>2019/20</th>
<th>2020/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of salt spreading per application, if necessary—all cul-de-sacs</td>
<td>$</td>
<td>per application</td>
<td>$</td>
</tr>
<tr>
<td>Optional years: NOTE—additional cul-de-sacs may be added with future developments (each additional)</td>
<td>$</td>
<td>per application</td>
<td>$</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Parking Lots Snow Removal:</strong></td>
<td>Total cost of snow removal per push</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Village Hall Parking Lot (100 Parkers Mill)</td>
<td>$</td>
<td>per push</td>
<td>$</td>
<td>per push</td>
</tr>
<tr>
<td>Harrison Street Parking Lot</td>
<td>$</td>
<td>per push</td>
<td>$</td>
<td>per push</td>
</tr>
<tr>
<td>Park &amp; Ride Parking Lot (Station Drive)</td>
<td>$</td>
<td>per push</td>
<td>$</td>
<td>per push</td>
</tr>
<tr>
<td>Parking Lot behind Old Village Hall (113 S. Main St.)</td>
<td>$</td>
<td>per push</td>
<td>$</td>
<td>per push</td>
</tr>
</tbody>
</table>

| **Parking Lot Salting:** | Total cost of salt application |  |  |  |
| Village Hall Parking Lot (100 Parkers Mill) | $ | per application | $ | per application | $ | per application |
| Harrison Street Parking Lot | $ | per application | $ | per application | $ | per application |
| Park & Ride Parking Lot (Station Drive) | $ | per application | $ | per application | $ | per application |
| Parking Lot behind Old Village Hall (113 S. Main St.) | $ | per application | $ | per application | $ | per application |

| **Sidewalks Snow Removal:** | Total cost of snow removal per push |  |  |  |
| Downtown designated sidewalk and brick pavers | $ | per push | $ | per push | $ | per push |
| Village Hall (100 Parkers Mill) sidewalks | $ | per push | $ | per push | $ | per push |
| Harrison Street Parking Lot | $ | per push | $ | per push | $ | per push |
| Park & Ride Parking Lot (Station Drive) | $ | per push | $ | per push | $ | per push |

<p>| <strong>Sidewalks Salting:</strong> | Total cost of salt application |  |  |  |
| Village Hall Parking Lot (100 Parkers Mill) | $ | per application | $ | per application | $ | per application |
| Downtown designated sidewalk and brick pavers | $ | per application | $ | per application | $ | per application |</p>
<table>
<thead>
<tr>
<th></th>
<th>$</th>
<th>per application</th>
<th>$</th>
<th>per application</th>
<th>$</th>
<th>per application</th>
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</thead>
<tbody>
<tr>
<td>Harrison Street Parking Lot</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
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<td>Park &amp; Ride Parking Lot (Station Drive)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>POST STORM CLEAN-UP (IF NECESSARY)</strong></td>
<td>$</td>
<td>per hour</td>
<td>$</td>
<td>per hour</td>
<td>$</td>
<td>per hour</td>
</tr>
</tbody>
</table>

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### OPTION 4:
Location: Oswego Fire District Stations

<table>
<thead>
<tr>
<th></th>
<th>2018/19</th>
<th>2019/20</th>
<th>2020/21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Parking Lots Snow Removal:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total cost of snow removal per push</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Station #1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Station #2</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Station #3</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Station #4</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **Sidewalk Snow Removal:** |         |         |         |
| Total cost of snow removal per push |         |         |         |
| Station #1           | $        |         |         |
| Station #2           | $        |         |         |
| Station #3           | $        |         |         |
| Station #4           | $        |         |         |

| **Salting Parking Lot:**  |         |         |         |
| Total cost of salt application |         |         |         |
| Station #1           | $ per application |         |         |
| Station #2           | $ per application |         |         |
| Station #3           | $ per application |         |         |
| Station #4           | $ per application |         |         |

<p>| <strong>Salting Sidewalks:</strong>    |         |         |         |
| Total cost of salt application |         |         |         |
| Station #1           | $ per application |         |         |
| Station #2           | $ per application |         |         |
| Station #3           | $ per application |         |         |
| Station #4           | $ per application |         |         |</p>
<table>
<thead>
<tr>
<th>Station #4</th>
<th>$</th>
<th>per application</th>
<th>$</th>
<th>per application</th>
<th>$</th>
<th>per application</th>
</tr>
</thead>
<tbody>
<tr>
<td>POST STORM CLEAN-UP (IF NECESSARY)</td>
<td>$</td>
<td>per hour</td>
<td>$</td>
<td>per hour</td>
<td>$</td>
<td>per hour</td>
</tr>
</tbody>
</table>

**Location: Oswego Police Headquarters**

**Snow Removal Parking Lot:**
Total cost of snow removal per push | $ | per push | $ | per push | $ | per push |

**Snow Removal Sidewalks**
Total cost of snow removal per push | $ | per push | $ | per push | $ | per push |

**Salting Parking Lot:**
Total cost of salt application | $ | per application | $ | per application | $ | per application |

**Salting Sidewalks:**
Total cost of salt application | $ | per application | $ | per application | $ | per application |

**POST STORM CLEAN-UP (IF NECESSARY)** | $ | per hour | $ | per hour | $ | per hour |

PRINTED NAME

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DATE
Village of Oswego Downtown Parking Lots and Sidewalks
Oswego Fire Protection District
Station #1
3511 Woolley Road
Oswego Fire Protection District
Station #3
2200 Galena Road
Oswego Fire Protection District
Station #4
27100 West 127th Street