



**REQUEST FOR PROPOSAL
FOR PAVEMENT MARKINGS AT VARIOUS
LOCATIONS THROUGHOUT THE VILLAGE**

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LEGAL NOTICE

REQUEST FOR PROPOSAL

FOR PAVEMENT MARKINGS AT VARIOUS LOCATIONS

Sealed proposals for Street Striping of various locations throughout the Village will be received at the address listed below until Tuesday, August 21, 2018 at 10:00 a.m. Proposals will be publically opened and read aloud at the above stated time and place. Proposals not physically received by the Village by 10:00 a.m. on Tuesday, August 21, 2018 will be returned, unopened to the firm. Emailed or faxed proposals will not be accepted. All proposals should be addressed to:

Village of Oswego
Re: (vendor name)
Proposal for Street Striping
Attention: Tracy Miller
100 Parkers Mill
Oswego IL 60543

**All bids must be clearly marked at the top of each side of the envelope:
“Official Bid: Do Not Open.”**

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the Village of Oswego at (630) 554-3618 or at village@oswegoil.org at least one (1) week prior to this public meeting if possible.

Proposal packets are available online at <http://www.oswegoil.org>. The link can be found under the Business & Development tab-Bids & RFPs. Additional packets may be picked up at Oswego Village Hall, 100 Parker’s 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 the proposal and made payable to the Village of Oswego, Public Works Department, 100 Parker’s 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 No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.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 proposals.

Successful bidder must provide proper insurance, a Performance Bond and a Labor and Material Payment Bond in the full amount of the Contract acceptable to the Village. **Contractor**

must comply with Prevailing Wage Act, if applicable. Each contractor is to submit their bid as indicated in the Specifications and include all signed supporting documents.

The Village reserves the right to reject any or all proposals 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. The successful bidder and the Village will execute a contract mutually agreeable to both parties within 14 days from the award of contract.

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

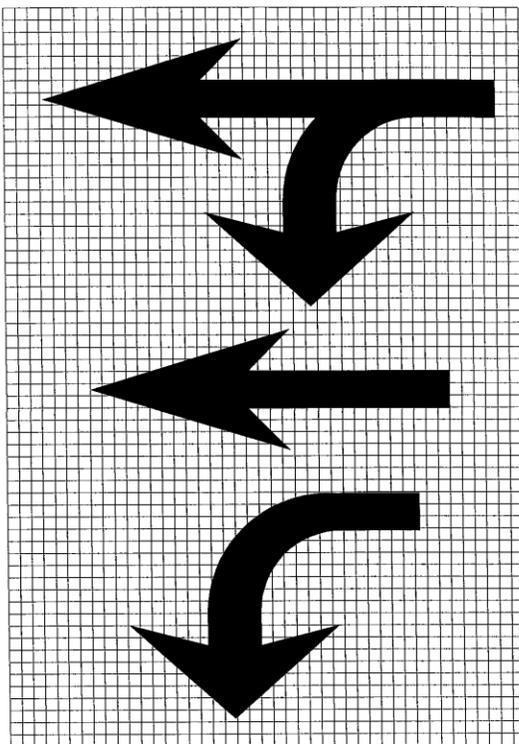
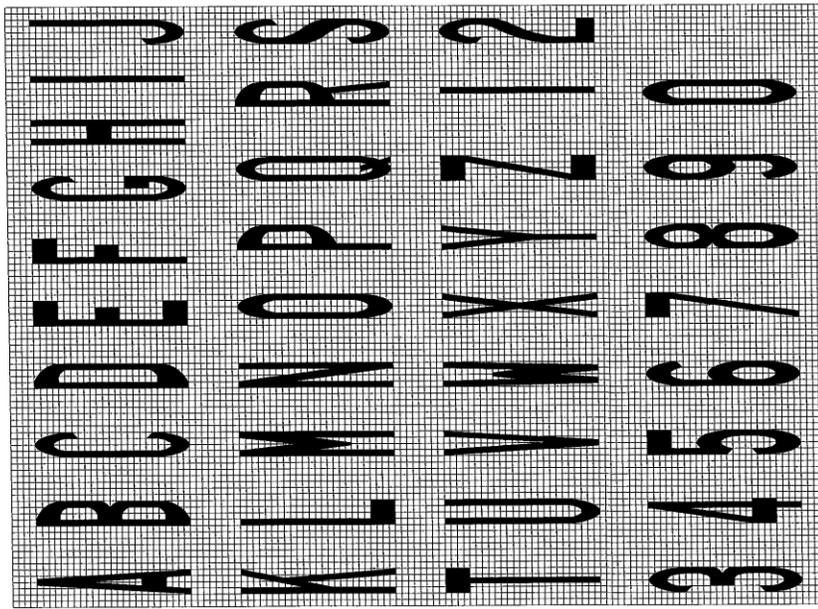
**INTRODUCTION
PAVEMENT MARKINGS AT VARIOUS LOCATIONS
THROUGHOUT THE VILLAGE**

Project Description:

The Village is requesting a proposal to install pavement markings at various locations throughout the Village of Oswego according to the specifications contained herein.

Detailed Specifications:

Scope of Work: Install pavement markings at various locations per IDOT Standard Drawings that can be found in the attached forms. Also attached are the recurring provisions.



Letter/Arrow Height	Arrow Size	a
6" (1.8 m)	Small	2.0 (74)
8" (2.4 m)	Large	3.8 (96)

The space between adjacent letters or numerals should be approximately 3/75) for 6" (1.8 m) legend and 4/100) for 8" (2.4 m) legend.

LETTER AND ARROW GRID SCALE

TYPICAL PAVEMENT MARKINGS
STANDARD 780001-05

(Sheet 2 of 3)

Illinois Department of Transportation
ISSUED: 1/2021 L. 2019
APPROVED: [Signature] 2019
BY: [Signature] 2019
OFFICE OF DESIGN DEVELOPMENT

LANE-REDUCTION ARROW
 Right turn lane arrow shown.
 Use mirror image for left lane.

WORD AND ARROW LAYOUT

INTERNATIONAL SYMBOL OF ACCESSIBILITY

25 (91.4)
3.5' (1.04 m)

SHARED LANE SYMBOL

6'-0" (1.8 m), 3'-4" (1.02 m), 3'-4" (1.02 m), 11'-0" (3.35 m)

BIKE SYMBOL
(arrow is optional)

6'-0" (1.8 m), 11'-0" (3.35 m)

WRONG WAY ARROW

10' (3 m), 30 (750), 15'-0" (4.57 m), 30 (750), 10' (3 m), 30 (750)

TYPICAL PAVEMENT MARKINGS (Sheet 3 of 3)

STANDARD 780001-05

Illinois Department of Transportation

ISSUED 1-1-18

DESIGNED BY: [Signature] DATE: 2015

APPROVED BY: [Signature] DATE: 2015

REVISIONS: [Signature]



Check Sheet For Recurring Special Provisions



The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	64
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	67
3	<input type="checkbox"/> EEO	68
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	78
5	<input type="checkbox"/> Required Provisions - State Contracts	83
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	89
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	90
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	91
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	92
10	<input type="checkbox"/> Construction Layout Stakes	95
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	98
12	<input type="checkbox"/> Subsealing of Concrete Pavements	100
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	104
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	106
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	107
16	<input type="checkbox"/> Polymer Concrete	109
17	<input type="checkbox"/> PVC Pipeliner	111
18	<input type="checkbox"/> Bicycle Racks	112
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	114
20	<input type="checkbox"/> Work Zone Public Information Signs	116
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	117
22	<input type="checkbox"/> English Substitution of Metric Bolts	118
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	119
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	120
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	128
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	144
27	<input type="checkbox"/> Reserved	146
28	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment	147
29	<input type="checkbox"/> Reserved	153
30	<input type="checkbox"/> Reserved	154
31	<input type="checkbox"/> Reserved	155
32	<input type="checkbox"/> Temporary Raised Pavement Markers	156
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	157
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	160
35	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	164

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	168
LRS 2	<input type="checkbox"/> Furnished Excavation	169
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	170
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	171
LRS 5	<input type="checkbox"/> Contract Claims	172
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	173
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	179
LRS 8	Reserved	185
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	186
LRS 10	Reserved	187
LRS 11	<input type="checkbox"/> Employment Practices	188
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works	190
LRS 13	<input type="checkbox"/> Selection of Labor	192
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	193
LRS 15	<input type="checkbox"/> Partial Payments	196
LRS 16	<input type="checkbox"/> Protests on Local Lettings	197
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	198
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	199

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
FLAGGERS IN WORK ZONES

Effective: January 1, 1999

Revised: January 1, 2007

Revise the last paragraph of Article 701.13 of the Standard Specifications to read:

"Flaggers are required only when workers are present."

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2002
Revised: January 1, 2015

Replace Article 102.01 of the Standard Specifications with the following:

“Prequalification of Bidders. When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- (b) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.

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- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, 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 fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the

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summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business 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, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

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Amount Bid	Proposal Guaranty	
Up to	\$5,000	\$150
>\$5,000	\$10,000	\$300
>\$10,000	\$50,000	\$1,000
>\$50,000	\$100,000	\$3,000
>\$100,000	\$150,000	\$5,000
>\$150,000	\$250,000	\$7,500
>\$250,000	\$500,000	\$12,500
>\$500,000	\$1,000,000	\$25,000
>\$1,000,000	\$1,500,000	\$50,000
>\$1,500,000	\$2,000,000	\$75,000
>\$2,000,000	\$3,000,000	\$100,000
>\$3,000,000	\$5,000,000	\$150,000
>\$5,000,000	\$7,500,000	\$250,000
>\$7,500,000	\$10,000,000	\$400,000
>\$10,000,000	\$15,000,000	\$500,000
>\$15,000,000	\$20,000,000	\$600,000
>\$20,000,000	\$25,000,000	\$700,000
>\$25,000,000	\$30,000,000	\$800,000
>\$30,000,000	\$35,000,000	\$900,000
Over	\$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier's checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to

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Bidders. Proposals received after the time specified will be returned to the bidder unopened.

Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Award of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. If the Awarding Authority requires a Contract Bond, the Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

Execution of Contract. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a

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copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute Contract. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide.”

The Bidder shall prepare the surface, install and seal the pavement markings, where applicable, to include stop bars, crosswalks and road markings in these specific locations:

1. 5th St from Rt. 34 to Yoakumn Blvd.
2. Intersection of Rt. 34 and Main St.
3. Intersection of Rt. 34 and Harrison
4. Mill Rd. from Rt. 31 to Alliance Crossing
5. Minkler Rd. from Rt 71 to City Sign
6. Wooley Rd. from Plainfield Rd. to Douglas Rd.
7. Rt. 31@Washington
8. River Run Blvd @ Rt. 31

Work shall be completed in accordance with the April 1, 2016 Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction section 780 and the Supplemental Specifications and Recurring Special Provisions dated January 1, 2018.

Bid: The bid shall include pricing for two types of application types, where applicable (1) Thermoplastic and (2) Roadway paint.

Traffic Control and Public Safety:

Direction of Operation – When traveling in lanes open to the public traffic, the Contractor’s vehicles shall always move with and not against the flow of traffic. These vehicles shall enter and leave work areas in a manner that will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated parking areas.

Pavement marking plan shall include a traffic control plan, as well as, a timing plan for reopening roadways and be submitted to the Director of Public Works for approval. Contractor must minimize interference to roadway operations when placing marking on roadways open to traffic.

All equipment shall be maintained in accordance with existing Illinois State Law and shall be supplied with operational amber flashing lights/strobes and have “slow moving vehicle designators” as required. All vehicles and equipment must be clearly marked to properly identify the Contractor’s company, including phone number and must be visible at all times.

- a) Manual on Uniform Traffic Control Devices.
- b) Regulations of the Department and the Village of Oswego.
- c) Other Federal (including OSHA), State or Municipal acts, statutes, rulings, ordinances, decisions or regulations as might apply.
- d) All subsequent revisions and supplement to the above documents.
- e) The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.

- f) The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
- g) The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to same.
- h) Work can be completed during late evening or overnight hours when traffic is minimal.

Billing/Invoicing: All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost of striping per foot, pricing for stop bars, crosswalks, corner markings. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

If, in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- a) Withhold payment.
- b) Consider all or any part of this contract breached and terminate the contractor, or
- c) May hire another contractor 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 will make periodic inspections and follow up as needed with the contractor to discuss any issues, etc.

INSTRUCTIONS TO BIDDERS

1. **Receipt of Bid: August 21, 2018; 10:00 A.M.**
2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.
3. **Bid Description: Street Striping** for various locations throughout the Village of Oswego
4. **Preparation and Submission of bids:**
 - A. Each bid 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:
 - i. **Bid Certifications**
 - ii. **Bid Sheet**
 - iii. **Bid Sheet Signature**
 - iv. **Contractor's Bid Agreement**
 - v. **References**
 - vi. **Subcontractors List.**
 - vii. **Equipment List**
 - viii. **Bid Guarantee in the amount of 10% of the total of project.**
 - D. One (1) paper copies of the bid and one electronic version of the bid on a flash drive in a *.pdf (Adobe Acrobat) version shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name – Street Striping
 - E. **Bidders may attach separate** sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
 - F. 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 ninety (90) days.
 - G. 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.
 - H. 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.

- I. 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.
 - J. 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.
 - K. 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.
 - L. The bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.
 - M. 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.
 - N. The bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.
 - O. 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.
 - P. 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.
 - Q. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
5. **Additional Information Request:** Questions regarding this RFP can be emailed to Tracy Miller at tmiller@oswegoil.org , FAX: 630-554-8752 by 3:00 P.M. on Thursday, August 16, 2018. Answers will be provided in writing to all potential Bidders; 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 proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. 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 shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a Bidder to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive: provided, however that the Village may waive this requirement if it in its best interest.

6. **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 ninety (90) 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 bids or requests for proposals 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. 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.
- 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 un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

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. **Copies of Documents:** The number of copies of Contract and Bond required to be executed is as follows:

- Three (3) original counterparts of the Contract documents will be required to be executed.

12. **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.

13. **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.

14. **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 included on the Subcontractor's form in the Bid proposal and be acceptable to and approved 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.

15. **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, which consent shall not be unreasonably withheld.
16. **Governing Law:** This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
17. **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.
18. **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.

CONTRACT

The entire bid 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 Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. 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 bidder acknowledges that local ordinance permits the Village to give preference to local businesses.
3. **Bid Bond:** If the bidder’s proposal for this project exceeds fifty thousand dollars (\$50,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total project bid. Bid security shall be submitted with the bid.
4. **Performance Bond:** If the bidder’s proposal for the project is equal to or greater than \$5,000 then the following bonds shall be delivered to the Village and shall become binding with the acceptance of the bid:
 - A. Performance bond satisfactory to the Village, executed by Surety Company authorized to do business in the state or otherwise secured in a manner satisfactory to the Village, in an amount equal to 110% of the price specified for the complete bid package. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody’s Investors Service, Standard & Poor’s Corporation, or a similar rating agency.
5. **Insurance Requirements:** The Contractor will provide satisfactory proof of insurance naming the Village of Oswego, together with its 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. Contractor's 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 Contractor 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)
Bodily Injury	\$2,000,000 (each person) \$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$3,000,000 (each occurrence) \$3,000,000 (aggregate)

6. **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 of 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.

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 Day of Overrun in Contract Time: \$750.00 per day.

8. **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.

9. **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.
10. **Contract Term:** The scope of work shall be completed no later than October 1, 2018. Contract begins upon a fully executed Contract and ends sixty (60) days after completion of the scope of work herein described.
11. **Driver's License:** 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.
12. **Change Orders:** After a contract is awarded pursuant to the competitive bid 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.
13. **Construction Contracts:** In addition to the bid and performance bonds set forth above, the bidder 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 bidder.
 - A. The bidder must comply with all applicable laws prerequisite to doing business in the state.
 - B. The bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The bidder 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 bidder 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 bidder 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.

14. **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.

15. **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.

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.

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.

16. **Indemnity and Hold Harmless Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, its 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 Indemnatee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnatee. 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 Indemnatee 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 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 Indemnatee 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.

Village of Oswego Administrator _____ Date _____

Attest _____ Title _____

(Printed Name of Contractor)

Address _____ Date _____

City _____ State _____ Zip Code _____

Signature of Authorized Representative

Title _____ Date _____

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

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

Business Name

Address

Village, State, Zip Code

Telephone Number

Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 2

Business Name

Address

Village, State, Zip Code

Telephone Number

Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 3

Business Name

Address

Village, State, Zip Code

Telephone Number

Value of Work Subcontracted

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

Reference No. 2

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.

BID SHEET

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	FOOT	1855		
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	57060		
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	11021		
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	5176		
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	5320		
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	147		
78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	715		
78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	1970		
78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	730		
78008270	POLYUREA PAVEMENT MARKING TYPE I - LINE 14"	FOOT	1291		
TOTAL					

THIS PAGE FOR COLOR & LOCATION MEASUREMENTS ONLY

Pay Item	Description	Color	Fifth St. Rt. 34 to Youkumn	Minkler Rd: Rt. 71 to city sign	Wooley Rd.: Plainfield Rd. to Douglas Rd	Mill Rd.: Rt 31 to Alliance Crossing	Rt. 34 @ main Rt 34@ Harrison	Rt 31 @ Washington: Rt 31 @ River run Blvd
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	WHITE	32 arrows; 1 straight arrow; 3 only	8 arrows	14 arrows; 4 straight arrows; 14 only	31 arrows; 2 only	No arrows	4 arrows; 1 combo arrow
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	YELLOW	640	8780	9,860	9,510	0	0
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	WHITE	0	17860	10,010	400	0	0
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	YELLOW	275	0	0	0	0	1,250
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	WHITE	4,445	530	240	1,870	0	60
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	WHITE	240	0	240	2,576	240	580
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	YELLOW	1,300	0	0	0	0	0
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	YELLOW	820	360	695	520	0	0
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	WHITE	220	250	225	1,890	230	110
78000620	THERMOPLASTIC PAVEMENT MARKING - LINE 18"	WHITE	0	0	0	0	0	0
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	WHITE	0	0	0	80	0	65
78008200	POLYUREA PAVEMENT MARKING TYPE I - 12"	YELLOW	85	0	0	0	0	0
78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	YELLOW	100	0	0	0	0	0
78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	WHITE	345	0	135	0	135	0
78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	WHITE	400	0	790	0	780	0
78008270	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	WHITE	330	0	180	0	220	0
78008280	POLYUREA PAVEMENT MARKING TYPE-I 14"	WHITE	320	0	345	0	626	0

BID SHEET SIGNATURE

PRINTED NAME

SIGNED

TITLE

COMPANY

DATE

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.

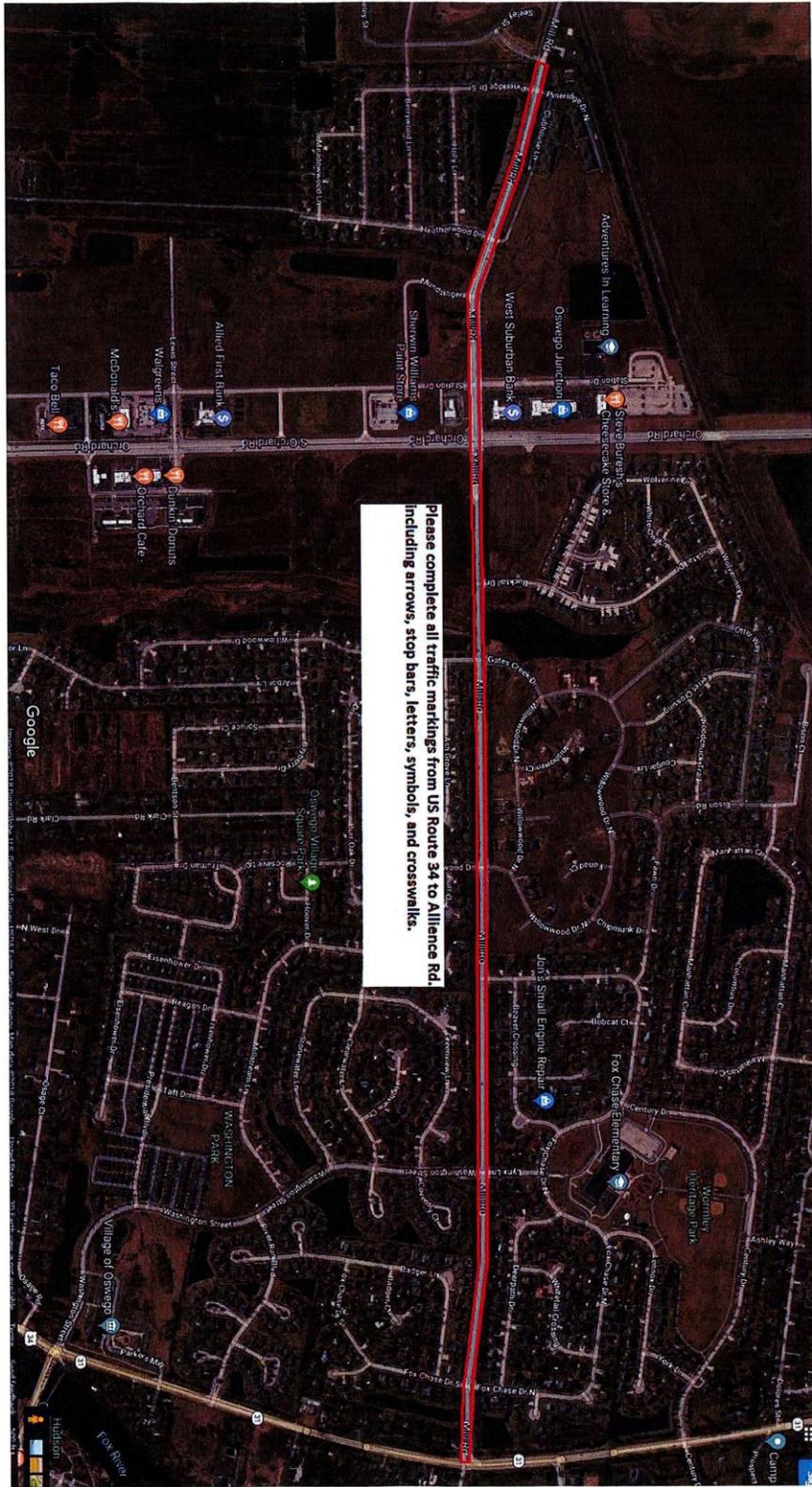
Signed

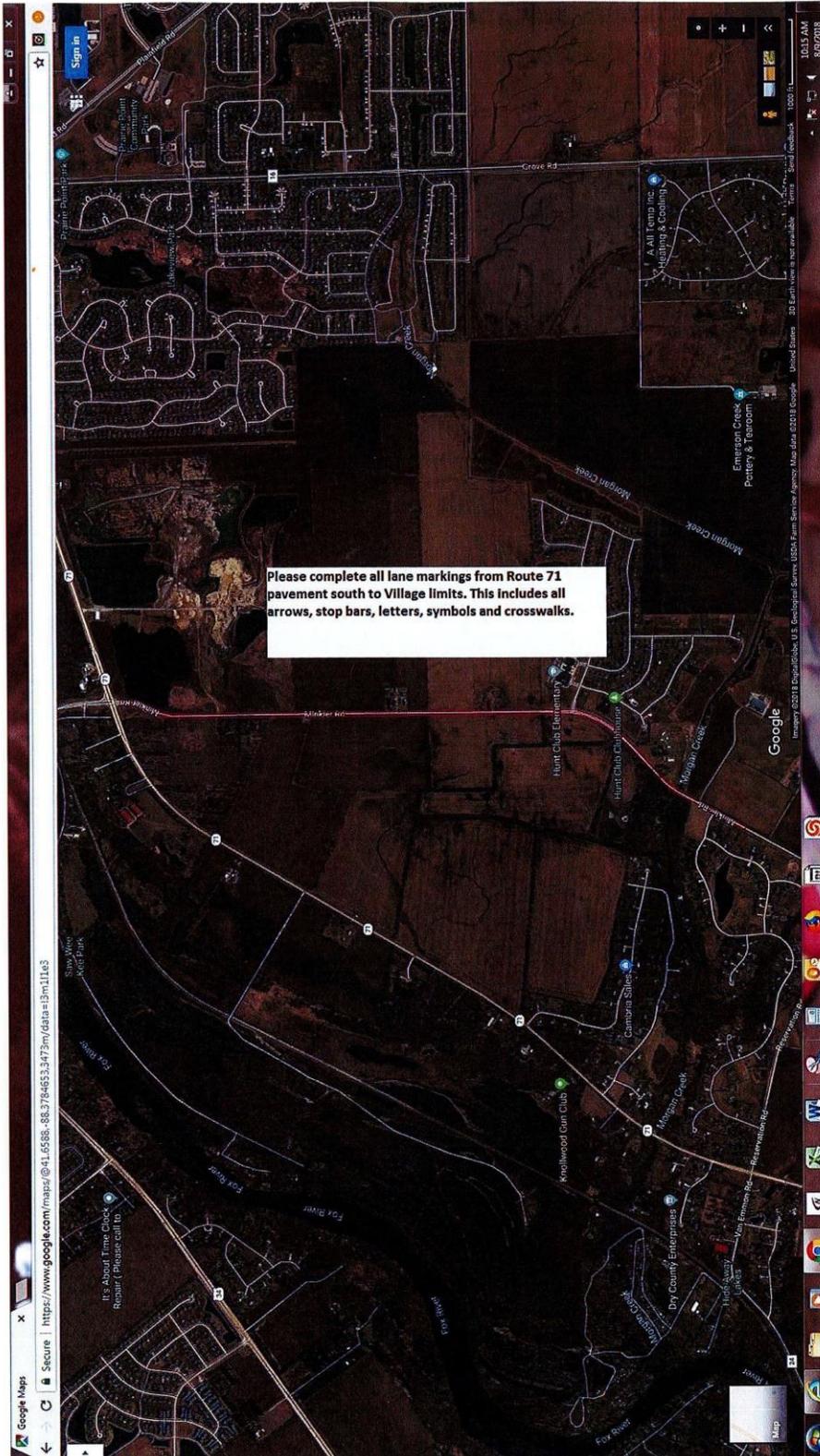
Print Name

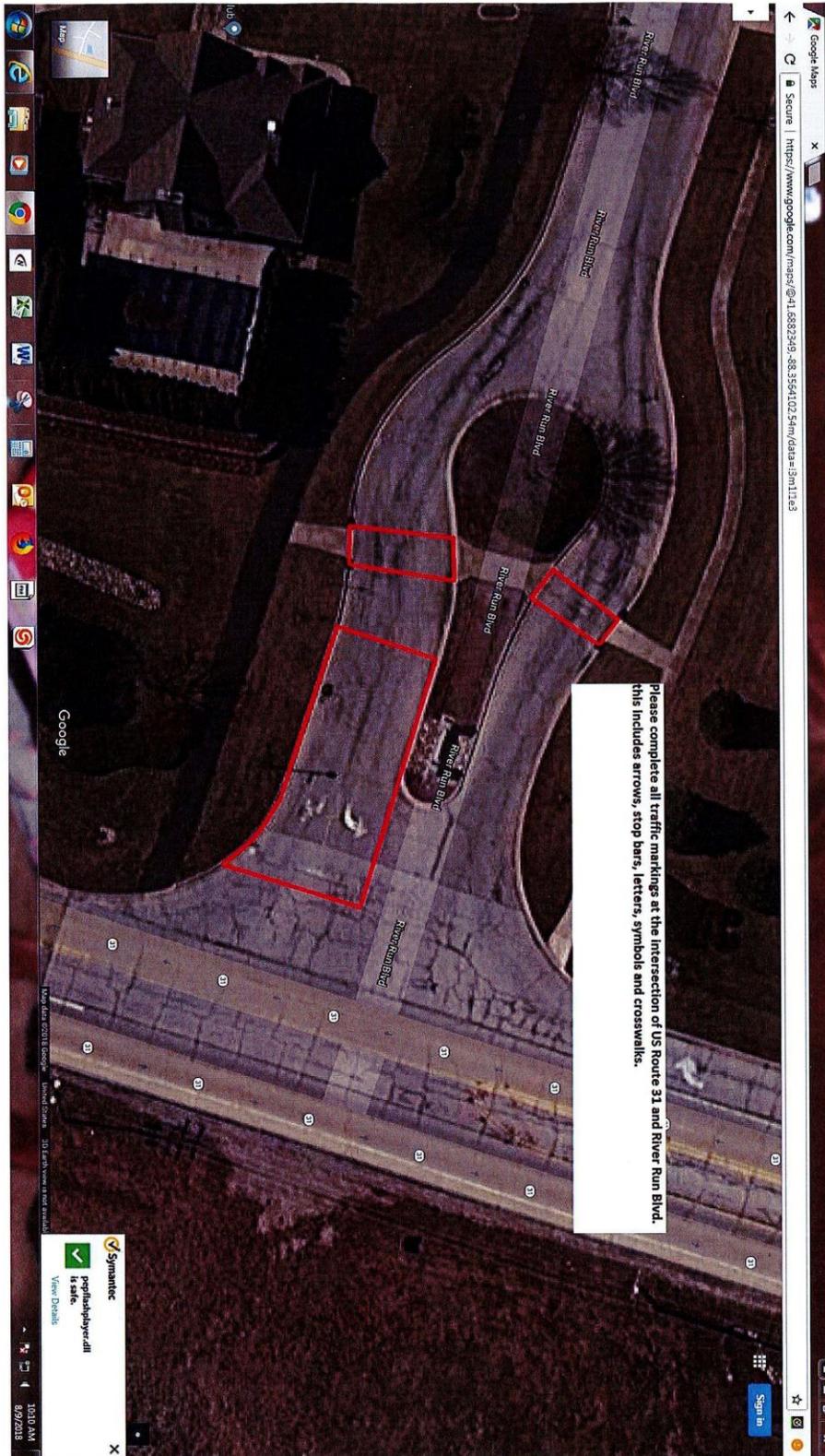
Title

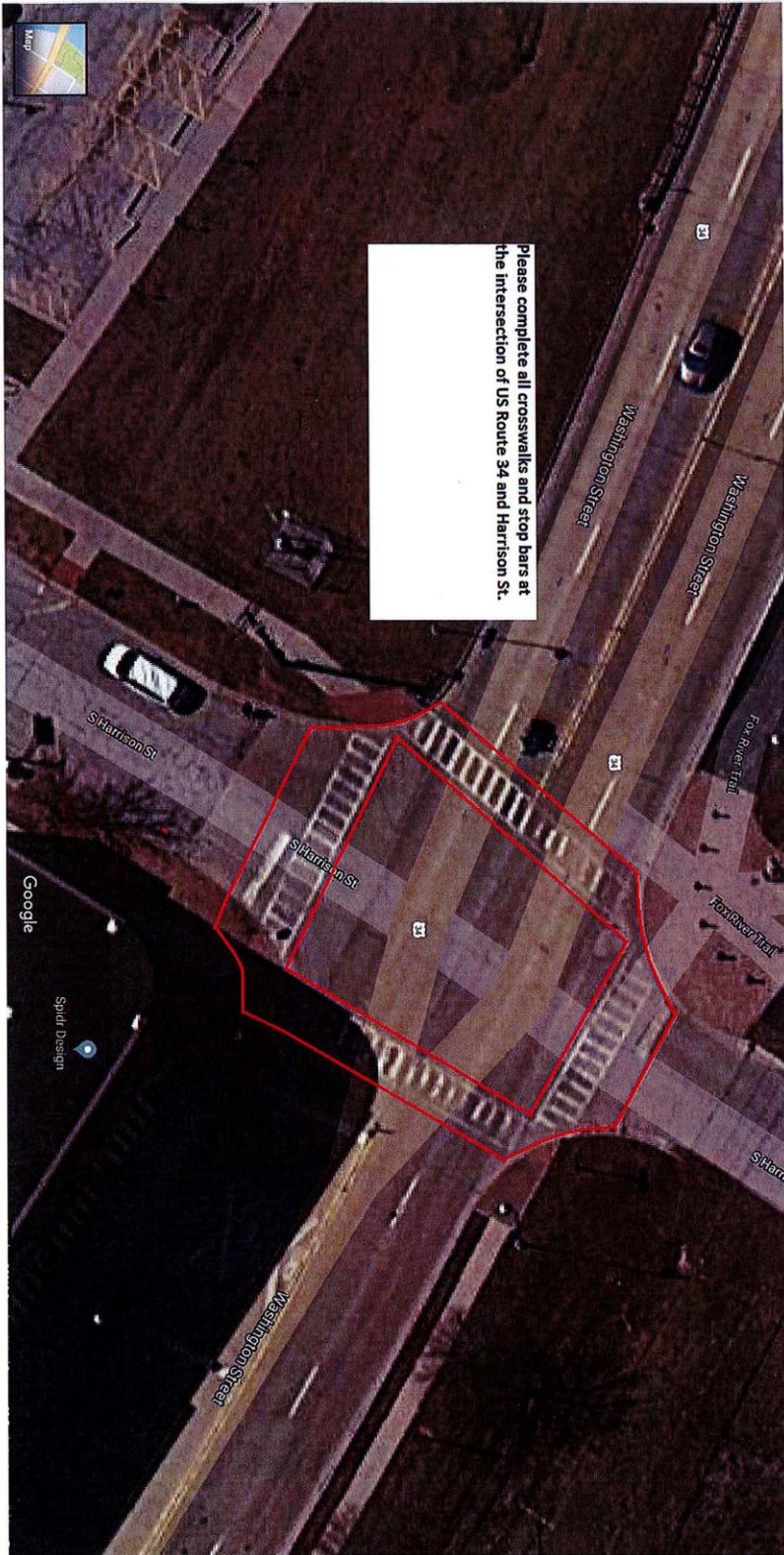
Company Name

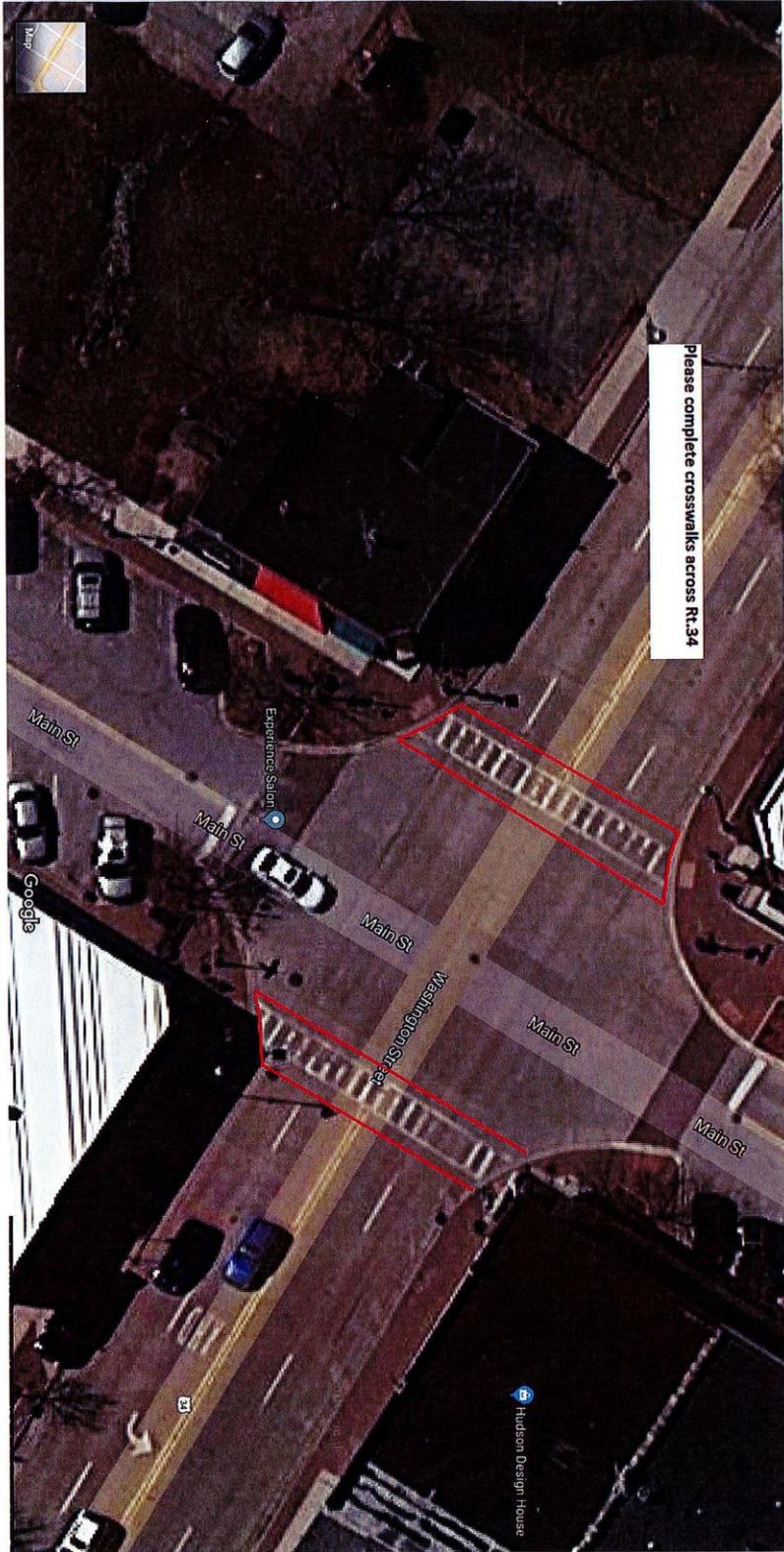
Date







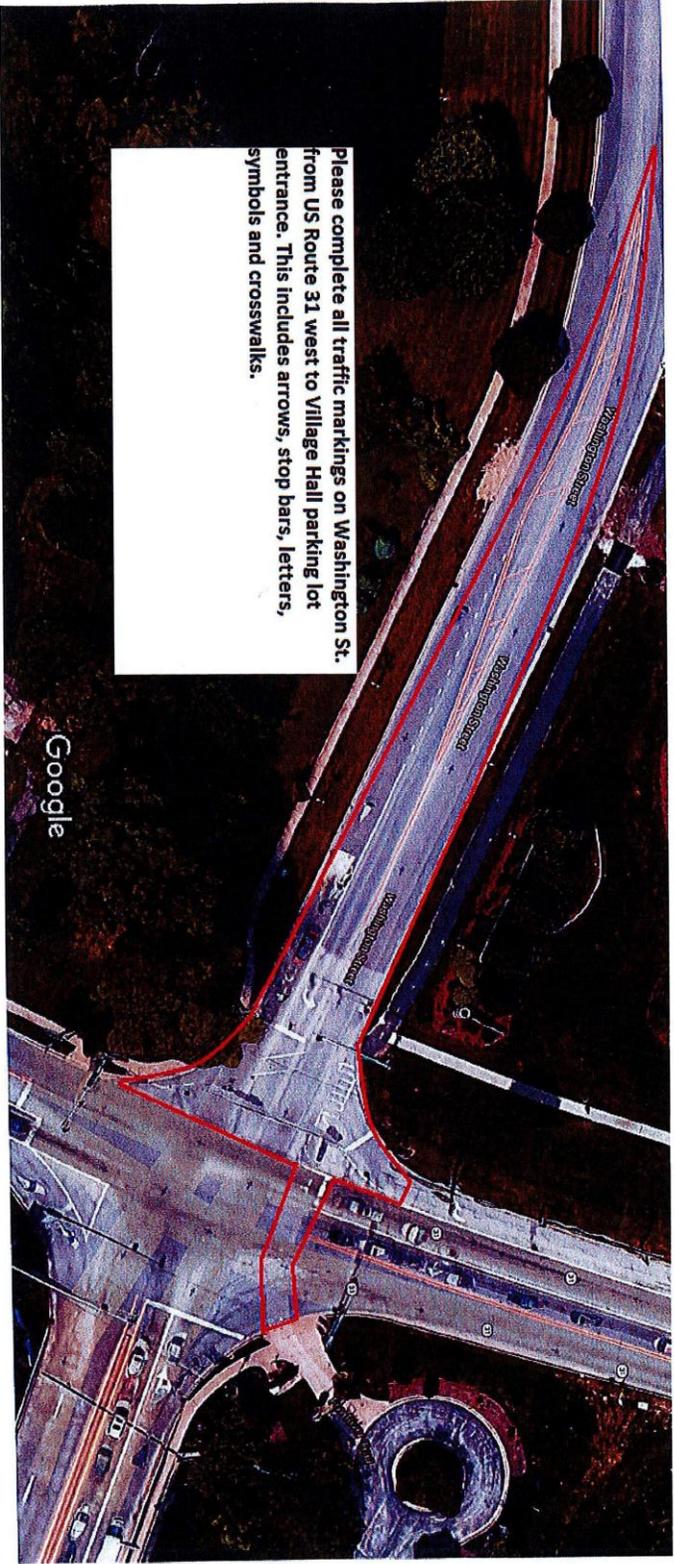






Please complete all lane markings from Plainfield Rd. to Douglas Rd., including arrows, stop bars, letters, symbols and crosswalks.





Please complete all traffic markings on Washington St. from US Route 31 west to Village Hall parking lot entrance. This includes arrows, stop bars, letters, symbols and crosswalks.