



INVITATION TO BID

**DEMOLITION SERVICES FOR
63 W. WASHINGTON ST. OSWEGO, IL**

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**LEGAL NOTICE
INVITATION TO BID
DEMOLITION SERVICES FOR
63 W. WASHINGTON ST. OSWEGO, IL**

Sealed bids for the demolition services for 63 W. Washington St. Oswego, IL will be received at the address listed below until **Tuesday, April 9, 2019, at 9:00 a.m. Local Time.** Bids will be publicly opened and read aloud at the stated time and place below. Proposals not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted. All proposals should be addressed to:

Village of Oswego
Re: (vendor name)
Invitation to Bid the Demolition of 63 W. Washington
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. Additional packets may be picked up at Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois, 60543. Please contact the Purchasing Manager to schedule a time to pick up the packet.

The successful bidder must provide a bid bond, performance bond and proper insurance as provided in the contract. **The contractor must comply with all applicable laws including the Prevailing Wage Act. Each contractor is to submit their bid as indicated in the Specifications and include all signed supporting documents.**

No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.

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. The successful bidder and the Village will execute a contract set forth in the bid package within 14 days from the award of the contract.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO: Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543
Email: cparker@oswegoil.org.

INTRODUCTION

1. **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 favor of the Village of Oswego in the amount of ten percent (10%) of the total bid price. Bid security shall be submitted with the bid. Checks or drafts of unsuccessful bidders will be returned as soon as possible after the bid has been awarded.

2. **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.

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. 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.

3. **Description of Work**: Work shall consist of the demolition of one building located at 63 West Washington Street, Oswego, Illinois 60543 (Parcel #03-17-309-016).

4. **Equipment**: All Equipment required to perform the contract is the sole responsibility of the contractor and should be included in the proposal. Multiple mobilizations may be expected and will not be treated like extras.

5. **Construction Requirements**:
 - A. General
Work includes all preparation work; removal and disposal of all materials, debris, and utilities; site and personal protective equipment; and limited restoration of the site. The contractor shall provide a project schedule with major milestone dates prior to starting work.

 - B. Completion Time
This project shall be completed on or before **May 24, 2019**.

Work will not be permitted on Sunday or the following legal holidays:

| | |
|-------------------------------|--|
| New Year’s Day | Labor Day |
| Martin Luther King’s Birthday | Veteran’s Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve, ½ Day (afternoon) Christmas Day |

C. Construction Hours

Construction, including, but not limited to, the starting and/or warming up and use of equipment for grading, excavation, concrete, or landscaping work, delivery vehicles, street sweepers, cranes, vehicles in excess of one and one-half (1^{1/2}) ton load capacity, the use of electric power tools, generators, pneumatic air guns, compressors, hand tools including, but not limited to, hammers, axes, handsaws and crowbars shall only be allowed during the following hours:

| | |
|-----------------|-------------------|
| Monday – Friday | 6:00 AM – 8:00 PM |
| Saturday | 7:00 AM – 6:00 PM |
| Sunday | 9:00 AM – 5:00 PM |

D. Site Protection

- i) The Contractor will completely fence the entire site for safety and security purposes during all phases of the demolition activity on site beginning 48 working hours before the start of the project. Once demolition is complete and the site restored, the fence will be removed at the Contractor expense.
- ii) The fence should be 6’ tall chain link fence anchored to withstand high winds. The gate shall be secured (locked) to prevent unauthorized access into the work area.
- iii) The contractor must install a temporary barrier (silt fence) around the entire site to prevent erosion into the streets, alleyways and sidewalks.
- iv) Any alleyway, street, and sidewalk closures are the responsibility of the contractor and shall be signed and barricaded in accordance with:
 - (1) Manual of Uniform Traffic Control Devices
 - (2) Illinois Department of Transportation Standards - 701801-05 Sidewalk, Corner or Crosswalk Closure
 - (3) Washington Street lane closures are not permitted unless the Contractor obtains a permit from the Illinois Department of Transportation. All costs, including permit fees and bonds, shall be the contractor’s cost.

E. Demolition

- i) JULIE - The Contractor shall comply with the Illinois Underground Utility Facility Damage Prevention Act.
- ii) Coordinate and bear all costs associated with the disconnection of all utilities.
- iii) Remove and dispose of all foundations, building slab, walls, roof, interior equipment, all landscaping including stump removal, retaining wall, concrete steps and other material from the site. The sidewalk, retaining wall, and railing along Route 34 shall be protected and left in place.
- iv) Remove off-site all electric, water, gas and other piping.
- v) Seal the sanitary sewer at the property line in conformance with the IDPH and local standards.
- vi) Remove and dispose of vacated SCADA and Wi-Fi network tower and cabling.

- vii) During grading, excavation and construction, dust control measures shall be taken as needed, such measures to include regular use of water. Water is available at the Public Works Facility or through a hydrant that is metered. Meters may be obtained at the Public Works Department. The nearest fire hydrants are located at the corner of Main and Washington Streets and at Van Buren and Adams Streets.
- viii) During grading, excavation and construction, the streets, alleyways and sidewalks shall be kept clean and free from construction debris. Streets, alleyways and sidewalks shall be cleaned at daily and immediately after mud, or other debris has been deposited on the street.

F. Disposal of debris or surplus

- i) The contractor shall comply with [35 Ill. Adm. Code 1100](#).
- ii) Offsite disposal of all demolition debris on site, including miscellaneous materials located inside the structures.
- iii) All masonry, steel, and other building materials on site associated with the building shall be removed in its entirety.
- iv) All fees associated with the removal and disposal of the demolition debris shall be included in the said proposal.
- v) Approved trash containers for construction debris shall be present on site and shall be maintained as needed during construction of the proposed structure or improvements.

G. Restoration

- i) All fill material to be comprised of clean compacted clay fill. The fill is to be compacted in 6" lifts. The Contractor shall furnish a cohesive soil for backfilling areas where basement, slab, or foundation removal has occurred. Cohesive soil shall contain less than ten percent sand or larger grain-size particles, having at least 25 percent clay, and a plastic index greater than 15. After backfilling the excavation, the site shall be graded and cleaned. This work shall be done according to the applicable portions of Section 205, 208, and 550 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- ii) The contractor shall supply IEPA Form LPC-663 for all fill material incorporated into the project. Backfill material shall meet the requirements of Illinois Department of Transportation Standard Specifications for Road and Bridge Construction
- iii) The contractor shall place 4" topsoil over all fill. Topsoil shall be in accordance with Section 211 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- iv) Class 7 seed mixture shall be applied in accordance with Section 250 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- v) Erosion control blanket - shall be applied over all seeded areas in accordance with Section 251 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

- vi) Final grade to be equal to surrounding grades and allow for settlement without causing ponding of water.
- vii) Damage to sidewalks, alleys, and streets must be repaired and cleaned by the Contractor at no additional cost to the Village.

6. Construction Contracts:

- A. 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.
- B. The bidder must comply with all applicable laws prerequisite to doing business in the state.
- C. The bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- D. The bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
- E. 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.
- F. 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 Purchasing Manager or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.
- G. 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.

7. Schedule:

| Project Timeline | Estimated Date(s) |
|--|---------------------------|
| Invitation to Bid (ITB) Released and posted in the local paper | March 21, 2019 |
| Proposals Due | April 9, 2019, at 9:00 am |
| Village Board Contract Approval | April 23, 2019 |
| Abatement Process Complete | April 19, 2019 |
| Demolition Begins | April 22, 2019 |
| Project Completed | May 24, 2019 |

INSTRUCTIONS TO BIDDERS

1. **Receipt of Bid:** Tuesday, April 9, 2019, at 9:00 a.m. Local Time
2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.
3. **Bid Description:** Demolition Services for 63 W. Washington St. Oswego, IL
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:**
 1. **Signed Contract Pages**
 2. **Subcontractors Lists**
 3. **References from three (3) current customers**
 4. **Bid Sheet with Signature**
 5. **Equipment List**
 6. **Signed Contractor's Bid Agreement**
 7. **Bid Bond, if applicable**
 8. **Performance Bond, if applicable**
 - 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 the 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 the 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. 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 ensure its completion within the time limit specified within the bid, it is understood and agreed that the completion within the time limit is an essential part of the contract.
 - N. 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.
 - O. 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.
5. **Additional Information Request:** Questions regarding this bid and specific questions regarding the specifications in this bid can be emailed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email cparker@oswegoil.org. 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 BID 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 a 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:** 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 the 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.
 - 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.
 - E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages

7. **Award of Bid:** 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 set forth in the bid package within 14 days from the award of the contract.
 - A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally 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 to 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 an 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 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. **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 canceled by the Village, and the Contractor released before all items of work included in this contract has 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.

Reimbursement for the organization of the work and moving equipment to and from the job will be considered where the Village determines that the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable payment will be made to the Contractor.

Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Village Engineer, and that are not incorporated in the work may, at the option of the Village, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

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.

10. **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.
11. **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.
12. **Execution of Documents:** The Bidder, in signing his Bid on the whole or 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. If the bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority. The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee.

Bids which are signed by a limited liability company shall have the current LLC name and be executed by the managing member or other member with that authority.

13. **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 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.

The bidder acknowledges that local ordinance permits the Village to give preference to local businesses.

CONTRACT

This contract is entered into this _____ day of _____ 2019, by and between the Village of Oswego (Village) and _____ (Contractor).

The entire bid package together with all Exhibits and attachments and following sections apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. 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 definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor 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 the performance of the duties and obligations imposed under the terms of this contract.
3. **Billing/Invoicing:** All billing and invoicing will be done upon the completion of all work.

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 the 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.

4. **Insurance Requirements:** The Contractor will provide satisfactory proof of insurance naming the Village, 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 or its officers's, agent's, employee'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 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) |

5. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village 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 Village 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 the 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. **Liquidated Damages:** Time is of the essence of 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 schedule of deductions, not as a penalty but as liquidated damages, for each day 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, supervision, and other costs and expenses 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 an extended and delayed performance by the Contractor of the work. The liquidated damage amount specified in the bid document will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete.

| Schedule of Deductions for Each Day of Overrun in Contract Time | |
|---|--------------|
| Original Contract Amount | Daily Charge |
| \$0 - \$100,000 | \$675 |
| \$100,001 - \$500,000 | \$1,050 |
| \$500,001 - \$1,000,000 | \$1,425 |
| \$1,000,001 - \$3,000,000 | \$1,275 |
| \$3,000,001 - \$6,000,000 | \$2,000 |
| \$6,000,001 - \$12,000,000 | \$3,450 |
| \$12,000,001+ | \$8,125 |

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date.

7. **Contract Term:** The contract will commence as of the date of this contract and expire upon completion of the work and all obligations of the parties.

8. **Change Orders:** After the contract is awarded, 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 (10%) 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).

9. **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.

10. **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.

11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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 canceled by the Village, and the Contractor released before all items of work included in this contract has 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.

17. **Indemnity and Hold Harmless Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, 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 include, 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 or 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 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.

18. **Additional Items:** The Village and Contractor further agree that
- A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
 - B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
 - C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
 - D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
 - E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
 - F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program, and
 - G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000), and
 - H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

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 City, State, Zip Code

Telephone Number Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 2

Business Name

Address City, State, Zip Code

Telephone Number Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 3

Business Name

Address

City, 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

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Reference No. 2

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Reference No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

If additional sheets are needed, please make copies.

BID SHEET

PROJECT NAME: Demolition Services for 63 W. Washington St, Oswego, IL

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

| |
|-----------------|
| Lump Sum Amount |
| |

(Printed Name of Contractor)

Company Name

Address City, State, Zip Code

Phone Number Email Address

Printed Name of Authorizes Representative

Signature of Authorized Representative Date

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for rejection of the bid. It is not our intention to prohibit any potential contractor from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required.

The Village reserves the right to accept or reject any or all exceptions.

Contractor's exceptions are:

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, do 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.

(Printed Name of Contractor)

Address

City, State, Zip Code

Signature of Authorized Representative

Date

Title

POTENTIALLY HAZARDOUS AREA WAIVER

Location: 63 W. Washington St. Oswego, IL

Please read carefully. Complete and sign waiver form. (Please print)

Name

Company Name

Address

City, State, Zip Code

Phone Number

Email Address

By entering the premises, I acknowledge that I am knowingly entering a potentially hazardous area. I hereby agree that neither the Village of Oswego nor any of their officers, affiliates, agents or employees, shall be held liable for any claims seeking damages for personal injury or property damage that may arise out of my participation. I understand that there are certain dangers inherent in working in and around deteriorated buildings including this one at 63 W. Washington St. Oswego. Known hazards at this location include but are not limited to mold, asbestos-containing materials, structural damage, wet or slippery surfaces, the potential for falling debris, extreme weather conditions, and possible electric hazards, and other unknown hazards.

Any PPE or other safety equipment needed to enter is solely my responsibility. I understand that the obligation and provisions set forth in Section 17 of the contract shall apply to claims of the nature set forth above. Additionally, I agree to waive all claims arising out of this activity expressly.

Signature

Date