



INVITATION TO BID

Requesting:	Bid(s) For Residential Water Main Replacement for Various Cul-de-sacs throughout the Village
Issue Date:	March 12, 2020
Pre-Bid Meeting:	N/A
Pre-Bid Meeting Location:	N/A
Last Date for Questions:	March 17, 2020, by 3:00 p.m.
Addendum Posted:	March 20, 2020, by 5:00 p.m.
Proposals Due:	March 25, 2020, by 10:30 a.m.
Location:	Village of Oswego 100 Parkers Mill Oswego, IL 60543
Note:	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the Village's website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org

TABLE OF CONTENTS

LEGAL NOTICE..... 3
SPECIAL PROVISIONS..... 4
SPECIAL PROVISIONS PER IDENTIFIED PAY ITEM 12
GENERAL CONDITIONS 25
INSTRUCTIONS TO BIDDERS..... 30
CONTRACT..... 34
CONTRACT SIGNATURES 42
BID COST SHEET 44
DETAIL EXCEPTION SHEET 47
EQUIPMENT LIST 48
SUBCONTRACTOR LISTING 49
REFERENCES 50
CONTRACTOR BID AGREEMENT..... 51

LEGAL NOTICE

INVITATION TO BID RESIDENTIAL WATER MAIN REPLACEMENT FOR VARIOUS CUL-DE-SACS THROUGHOUT THE VILLAGE

The Village of Oswego will be accepting sealed bids for Residential Water Main Replacement for Various Cul-de-sacs throughout the Village at the address listed below until **Wednesday, March 25, 2020, at 10:30 a.m.** Bids will be publicly opened and read aloud at date and time listed at the location stated below. Bids 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 bids should be addressed to:

Village of Oswego
Re: (vendor name)
Invitation to Bid – Cul-de-sac WM Replacements
Attention: Carri Parker, Purchasing Manager
100 Parkers Mill
Oswego, IL 60543

Bid 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.

Bidders are advised of the following requirements of this contract: 1. Applicability of Illinois Prevailing Wage Act, 2. 10% bid security with the bid submittal, 3. performance bond on the award of contract, and 4. labor and material payment bond on award of contract.

Any questions regarding this legal notice or specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org.

The bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and Village which may in any manner affect the preparation of bids or the performance of the contract.

Carri Parker
Purchasing Manager

SPECIAL PROVISIONS

The following Special Provisions supplement the Standard Specifications: All items of this project shall be governed by specifications included in the documents listed:

- "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation of the State of Illinois and adopted by said department (latest edition) and hereinafter referred to as the "Standard Specifications".
- "Supplemental Specifications and Recurring Special Provisions" adopted by the Illinois Department of Transportation (latest edition).
- "Standards and Specifications for Soil Erosion and Sediment Control" by IEPA Illinois Urban Manual - a technical manual designed for Urban Ecosystem Protection and Enhancement, (latest edition).
- "Standard Specifications for Water and Sewer Main Construction in Illinois" (latest edition).
- "Illinois Manual on Uniform Traffic Control Devices for Streets & Highways". (latest edition).
- "Fox Metro Water Reclamation District Standard Specifications" (latest edition)
- In the event of a conflict between these various standards, the Village of Oswego Subdivision and Development Control Regulations standards shall apply. (latest edition).

LOCATION OF PROJECT

This project is located at various residential street cul-de-sacs within the Village of Oswego, Kendall County, Illinois.

DESCRIPTION OF PROJECT

The Work for the said improvement, as required by the Contract Documents, is generally described as follows:

The project includes furnishing all labor, materials, specialty items, and equipment necessary for the construction, installation, testing, and acceptance of the water main within the project limits as shown on the plans, including service lines for residential domestic use. The general construction of the water main includes but is not limited to the installation of approximately 722 lin. ft. of 6" water main by Trench and Trenchless methods and installation of approximately 770 lin. ft. of 1" water service lines for domestic use.

The work also includes pavement removal and replacement, aggregate base courses, trench and trenchless excavation operations, sidewalk path removal and replacement, 1 ¼" pavement milling and 1 ½" HMA replacement, project restoration, filling of 6" existing water main pipe, and all incidental and collateral work necessary to complete the project as shown on plans and as described herein.

SPECIAL CONDITIONS

- 1.1. The Contractor shall guarantee all materials and workmanship for a period of not less than one (1) year from the date of final acceptance by the Village.

- 1.2. Reference to Standard Specifications: All items of this project shall be governed by specifications included in the documents listed below:
 - 1.2.1. "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation of the State of Illinois and adopted by said department (latest edition) and hereinafter referred to as the "Standard Specifications".
 - 1.2.2. "Supplemental Specifications and Recurring Special Provisions" adopted by the Illinois Department of Transportation (latest edition).
 - 1.2.3. "Standards and Specifications for Soil Erosion and Sediment Control" by IEPA Illinois Urban Manual - a technical manual designed for Urban Ecosystem Protection and Enhancement, (latest edition).
 - 1.2.4. "Standard Specifications for Water and Sewer Main Construction in Illinois" (latest edition).
 - 1.2.5. "Illinois Manual on Uniform Traffic Control Devices for Streets & Highways". (latest edition).
 - 1.2.6. "Fox Metro Water Reclamation District Standard Specifications" (latest edition)
 - 1.2.7. In the event of a conflict between these various standards, the Village of Oswego Subdivision and Development Control Regulations standards shall apply. (latest edition).
- 1.3. Water Use: A contractor shall not use any fire hydrants within the Village limits. Water can be obtained by contacting the Village Public Works Department, 100 Theodore Drive, Oswego, IL (630-554-3242).
- 1.4. Traffic Control and Protection: No work shall commence until traffic control devices provided by the Contractor comply with Section 700 of the IDOT Standard Specifications for Road and Bridge Construction, current edition. The Contractor shall at all times conduct the work in such a manner as to minimize obstruction to vehicular and pedestrian traffic. Whenever possible, the Contractor shall provide and maintain at his own expense such temporary roads and approaches as may be necessary to provide access to driveways, houses, buildings or other property abutting the improvements. In no case will the Contractor obstruct entranceways into private property without first seeking Village and private property owner's approval.
- 1.5. Punchlist: The Village will prepare punch-lists of items that require correction prior to acceptance. Under extenuating circumstances, the Village may direct that certain items of work not affecting the safe opening of the roadways and sidewalks may be completed within 5 guaranteed working days allowed for clean-up and punch-list items. If all work is not accepted within that time, the Contractor will be subject to the Special Provision for Failure

to Complete the Work on Time.

- 1.6. Utility Location: The Contractor must exercise extreme caution, make all necessary arrangements, and provide all services to protect existing utility lines adjacent to the work area. The Contractor shall notify J.U.L.I.E. (800-892-0123) for utility locates prior to commencing any work. He shall assume all responsibility for coordinating work with the utilities involved.
- 1.7. Permits and Bonds: The Contractor prior to the start of construction shall obtain necessary State, or County permits, as required to perform the work outlined under this contract. It shall be the Contractor's responsibility to conduct his operations in such a manner so as to comply with all provisions and conditions of the permits. The Contractor shall also provide all necessary bonds and certificates of insurance for work on or adjacent to any State, County, Village highway or for work within their respective right-of-way. The cost of providing bonds and insurance and complying with the provisions and conditions of the permits shall be considered as included in the contract.

OTHER PERTINENT INFORMATION

Existing Subsurface Information –**Available** by the Village (GEOTECHNICAL DATA)

Geotechnical Exploration or Soil Investigations were performed by the Village as part of the Various Residential Water Main Replacements - Cul-de-sac Areas project as shown in plans. The bidding contractor shall take on the sole responsibility to become familiar with local conditions that may affect cost, progress, or performance, of the Work. Bidding Contractor to provide a written request to the Village to provide the information or to be included as part of the bidding documents.

PRE-EXISTING CONDITIONS

The contractor shall provide a record of pre-existing conditions of the site utilizing video tape or still pictures as required by the Village and Engineer.

EXISTING UTILITIES

The Contractor shall familiarize himself or herself with the locations of all utilities and structures that may be found in the vicinity of the construction. The Contractor shall conduct his operations to avoid damage to all public or private utilities and structures. Should any damage occur due to the Contractor's negligence, repairs shall be made by the Contractor at his expense in a manner acceptable to the Village. The Contractor shall notify all utility owners of his construction schedule and shall coordinate construction operations with the utility owners so that relocation of utility lines and structures may proceed in an orderly manner. The notification shall be in writing, with copies transmitted to the Village.

COOPERATION WITH ADJACENT CONTRACTS

The intent of this provision is to inform the Contractor that adjacent contracts are scheduled during the same time period as this contract. The Contractor is required to cooperate with these adjacent

contracts in accordance with Section 105.08 of the Standard Specifications and may be required to modify his staging operations in order to meet these requirements. No additional compensation will be made for delay or anticipated profits as a result of this coordination.

The following contracts are anticipated to be under construction at the same time as this project:

- No projects have been identified at the time of drafting the bid documents.

CLEAN CONSTRUCTION DEMOLITION DEBRIS (CCDD)

In addition to the requirements of Section 107.01 of the Standard Specifications, the Contractor shall be solely responsible for the complete removal of excavated material as well as full legal and proper disposal off-site. The Contractor shall adhere to all requirements set forth by the IEPA and Public Act 96-1416 for Clean Construction and Demolition Debris which shall include, but not be limited to, field and laboratory analyses, certification of material from a licensed Professional Engineer, dumping fees, and associated documentation.

Preliminary testing of the existing material has not been performed by the Village. It is unknown if the material removed will be suitable for disposal at a CCDD facility. If the Contractor elects to attempt to dispose of the material at a CCDD facility, the requirements of this special provision shall apply.

The cost of all excavation, testing, hauling, and disposal of materials removed shall be as INCLUDED in the cost of the unit pay item being removed or installed. No additional compensation will be provided.

When test results indicate that the excavated materials exceed the Residential Tier 1 Soil and/or Class One Groundwater Remediation Objectives (SRO & GRO) presented in 35 Illinois Administrative Code 742 (IAC), all additional costs for transporting and disposing the material shall be paid for in accordance with Article 109.04 of the Standard Specifications.

PERMIT REQUIREMENTS AND RESTRICTIONS

Permits are required from the following agencies:

- Illinois Environmental Protection Agency (IEPA) – Division of Public Water Supplies
 - Application for Construction Permit
 - Submittal to the Agency has been completed on February 27, 2020
- Village of Oswego – Public Works Department
 - Village Approval
 - Executed Contract Documents and Notice to Proceed

On behalf of the Village, HR Green, Inc. has prepared the plans and started the application process to these agencies for the required permits; however, those permits not included in the bid documents have not been received as of the date of these documents. No work that is covered by these permits shall begin until the required permits have been received. The Contractor shall be required to coordinate the requested permits by the permitting agencies.

The Village reserves the right to not issue the Notice to Proceed until all permits have been received. There shall be no damages or additional compensation due to the Contractor for delays due to delay in obtaining the permits, and the Contractor's sole remedy, where applicable and approved by the Village, shall be an extension of time.

STREET CLOSURES

The Contractor will be allowed to close only one residential roadway travel lane at a time and for a daytime period closure only. Construction operations requiring a roadway closure will only occur at one location at a time and on an as needed situation based on the Village prior written approval and proper notification of parties involved including life safety services. Once the Contractor has completed the work at the first location, he or she will then be allowed to open that roadway lane to traffic and close the other under the appropriate detour setup as needed. No additional compensation will be allowed to the Contractor due to this roadway restriction or scope of work.

DUST CONTROL

The CONTRACTOR shall be responsible for controlling the dust and air-borne dirt generated by construction activities per Section 107 of the Standard Specifications. The cost of all materials required and labor necessary to comply with the above provisions will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

SWEEPING/CLEANING OF THE CONSTRUCTION SITE

The Contractor shall be responsible for sweeping/cleaning streets of any debris and material that has accumulated as a result of daily construction activities in accordance with Section 107.15 of the Standard Specifications. This work shall also include cleaning the streets of any tracking discharged from vehicles exiting the work area. The cost of all materials required and labor necessary to comply with the above provisions will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted on the plans, the existing drainage facilities shall remain in use during the period of construction. Locations of existing drainage structures and sewers as shown on the plans are approximate. Prior to commencing work, the Contractor, at his own expense, shall determine the exact locations of existing structures which are within the proposed construction limit.

All existing drainage structures are to be kept free of any debris resulting from the Contractor's construction operations. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed. Should reconstruction or adjustment of a drainage structure be required by the Village

in the field, the necessary work and payment shall be in accordance with the pay items and special provisions included in this contract.

The Contractor shall take the necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his operations. All work and material necessary to replace existing sewers damaged because of noncompliance with this provision shall be as directed by the Village in accordance with Section 550 of the Standard Specifications and at the Contractor's own expense, and no additional compensation will be allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, he shall so inform the Village, who shall direct the work necessary to maintain or replace the facilities in service and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of the non-compliance with this provision shall be replaced at the Contractor's own expense.

PROTECTION OF EXISTING INFRASTRUCTURE

This work shall consist of the protection of the existing concrete sidewalks, driveway aprons and concrete pavers during the construction from damage by the Contractor's trucks, excavating equipment, placement of bituminous prime coat and any other equipment used by the Contractor.

When removing curb and gutter, sidewalk, pavement or any other structure (if applicable), the Contractor shall take every precaution necessary to ensure that there will be no damage to underground public or private utilities. Under no circumstances will the use of a frost ball concrete breaker be allowed.

The Contractor shall use plywood sheets, wood planks or other approved material to protect the existing sidewalk and aprons from damage by the Contractor's equipment and trucks.

The Contractor shall provide sufficient planking or other approved materials needed to protect the existing concrete surfaces from damage during construction.

The Contractor may ride his equipment on the sidewalk area, but not on the top of the curb unless he can prove that no damage will result to the curb.

The cost to furnish, place, move and dispose of plywood, planking, or other approved materials needed to continually protect and clean the existing roadways, concrete sidewalk, aprons and curb and gutter will not be paid for separately, but will be considered incidental to the contract and no additional compensation will be allowed.

CONSTRUCTION ACCESS

In the event the Contractor requires access via private property, he shall take the lead role in coordination with private property owners to gain permission to use private property to gain access as required to complete this work. The Village will assist the Contractor with introductions to the

private property owner. The Contractor shall obtain written consent from the property owner prior to usage with a copy of the agreement provided to the Village.

The Contractor shall be responsible for the restoration of all damage to private property outside of the work zone limits shown on the plans. The Contractor shall assume all liability and protect and save harmless the Village from any damages or claims for use of private property. This work will not be paid for separately but shall be as included in the unit prices bid and no additional compensation will be allowed.

DEWATERING

When and if dewatering the construction area is necessary, all waters shall be filtered by using filter bags or an alternative measure approved by the Village. All filter bags must have secondary containment devices and should be placed on level ground. Water must have sediment removed before being allowed to return to the original lake, creek and or ditch. The discharge shall be designed so that returning waters do not cause erosion.

Where and if required, temporary diversions shall be installed in accordance with the plan details. Aggregate ditch checks shall be installed in addition to ditch filters in the event of high turbidity conditions within the work area. The aggregate ditch checks shall be in accordance with Section 280 of the Standard Specifications and IDOT Highway Standard 280001-07.

The Contractor shall submit the temporary diversion and dewatering plan to the Village for review as required. The plan shall include the method, design, location, and maintenance of the dewatering plan, filter bag(s), temporary diversions, and aggregate ditch checks.

Dewatering, temporary diversions, and pumping for all construction operations will not be measured separately for payment but shall be as included in the cost of the related item of work requiring the dewatering operation or temporary diversion. Dewatering will include means, methods and all materials and equipment to dewater and provide filtration of waters before re-entering the ditches, and/or storm sewer.

This work will not be paid for separately but shall be as included in the unit prices bid and no additional compensation will be allowed.

SAW CUTTING

This work shall consist of sawing the existing pavement, curb, sidewalks, and bituminous and concrete driveways in order to separate that portion to be removed from that which will remain. This work shall be performed at all locations where proposed improvements will meet existing conditions, and as indicated on the plans or as directed by the Village.

The Contractor shall make all saw cuts with a concrete saw meeting the approval of the Village. All saw cutting will be considered as included in the unit bid prices and will not be paid for separately and no additional compensation will be allowed.

MAILBOXES

The contractor shall remove all mailboxes within the limits of construction which interfere with construction operation and shall erect them at temporary locations. As soon as construction operations permit, the contractor shall set the mailboxes at their permanent locations. The contractor shall replace, at no additional cost to the Village, a mailbox or post which has been damaged by the contractor's operations. This work shall be in accordance with Section / Article 107.20 of the IDOT SSRBC.

The cost of all materials required and labor necessary to comply with the above provisions will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

REMOVE AND RE-ERECT EXISTING SIGN

Description:

The contractor shall remove and reinstalling the existing signpost(s) to its preconstruction condition or better. All materials from the existing signpost will be removed in a manner to be salvaged. Any of the material damaged by the Contractor shall be replaced by the Contractor at his/her own expense. No allowances shall be made to the Contractor for varying material types and/or methods of construction. This work shall be in accordance with Section / Article 107.20 of the IDOT SSRBC.

See plans for the location of the sign(s) that were identified to be removed and reinstalled as part of the project.

The cost of all materials required and labor necessary to comply with the above provisions will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

SPECIAL PROVISIONS PER IDENTIFIED PAY ITEM

EXPLORATION TRENCH (SPECIAL)

Description:

This item shall consist of excavating a trench at locations designated by the Engineer for the purpose of locating existing storm, sanitary, and water lines or other underground utility facilities within the limits of the proposed improvement. The trench shall be deep enough to expose the line but not more than one foot deeper than the line/utility and the width of the trench shall be sufficient to allow a proper investigation to determine if the line needs to be relocated, replaced or to determine conflicts with the proposed improvements.

After the exposed line/utility has been inspected by the Engineer, the trench shall be backfilled with gradation CA 7 coarse aggregate, the cost of which shall be included in the item of EXPLORATION TRENCH (SPECIAL).

Method of Measurement:

EXPLORATION TRENCH (SPECIAL) will be measured for payment in feet of actual trench excavated.

Basis of Payment:

This work will be paid for at the contract unit price per foot for EXPLORATION TRENCH (SPECIAL), regardless of the depth required, and no extra compensation will be allowed for any delays, inconveniences or damages sustained by the Contractor in performing the work.

WASHOUT BASIN

Description:

This work consists of installation, maintenance and subsequent removal and disposal of a concrete washout basin and shall be done in accordance with Sections 280 of the Standard Specifications and as shown on the plans. The washout basin shall be removed after concrete items have been installed. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumen, calcium chloride, or other harmful materials according to Article 107.23 of the Standard Specifications.

To prevent pollution by residual concrete and/or the by-product of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision.

The concrete washout facility shall be constructed on the job site in accordance with the Illinois Urban Manual practice standard for Temporary Concrete Washout Facility. The Contractor may elect to use a prefabricated portable concrete washout structure. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans.

Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

Measurement and Basis of Payment:

This work will be paid for at the contract LUMP SUM price for WASHOUT BASIN, which price shall be payment in full for all of the work as specified above.

DETECTABLE WARNINGS

Description:

This work shall consist of the installation of the pre-fabricated replaceable panel of truncated domes on concrete pads at locations as directed by the Engineer.

Truncated domes shall be in accordance with Article 424.09 of the Standard Specifications. The domes shall parallel the pavement crosswalk in accordance with the latest Highway Standard. The panel shall be Red. The panel shall meet the requirements of ASTM C1028 – Slip Resistance and ASTM G155 – Accelerated Weathering.

Materials:

The Detectable Warning Panel shall be one of the following products.

Duratek tile available from:
Detectile Corporation
P.O. Box 3513
Oak Brook, IL 60523
Phone: (630) 734-0277

High-Impact Polymer Wet-Set tile
available from:
TufTile, Inc.
1200 Flex Court
Lake Zurich, IL 60047
Phone: (888) 960-8897

Armor-Tile Replaceable Cast-In
Place System available from:
White Cap Construction Supply
8124 W. 188th Street
Mokena, IL 60448
Phone: (815) 464-8828

The product and method used for installing detectable warnings shall come with the following documents, which shall be given to the Engineer prior to installation:

- Manufacturer's certification stating the product is fully compliant with ADAAG.
- Manufacturer's specifications stating the required materials, equipment, installation procedures and conformance to ASTM C1028

Measurement and Basis of Payment:

This work will be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS which price shall include all equipment, labor and materials required to complete the work as shown on the plans and as described herein. The concrete sidewalk will be measured and paid for separately.

DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT – HMA

Description:

This work shall consist of the removal of existing asphalt driveway aprons, base courses and the construction of hot-mix asphalt driveway pavement and base course on a prepared sub-grade in accordance with applicable articles of Section 406, 440 and 482 of the Standard Specifications, Special Provisions except as follows:

This work shall be done at locations as specified on the plans, on the project summary, and at locations where the ENGINEER determines it will be necessary to provide a smooth transition in the driveway pavement. Additional compensation will NOT be allowed for varying materials types or thicknesses comprising of the existing driveway approach.

The CONTRACTOR shall form a perpendicular straight joint by full depth machine sawing at the end of the portion to be removed to prevent surface spalling. These areas must be marked and measured for payment by the ENGINEER prior to removal. The CONTRACTOR at his/her expense shall repair any driveway pavement damaged by the CONTRACTOR during the driveway pavement removal operations.

The CONTRACTOR shall fill the holes created by the removal of the driveway pavement with an aggregate base course (CA-6 crushed) so that the residents can use their driveways until the start of installation of the improvements. The cost of the aggregate base course will be included in the cost of the item of work being constructed.

Materials:

Driveway Pavement Replacement shall consist of the following:

- 3" HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50
- 8" AGGREGATE BASE COURSE, TYPE B

The hot-mix asphalt driveway surface shall produce a tight surface conforming to the grade of the adjacent area. The hot-mix asphalt surface to remain shall be saw-cut in a neat, straight line.

Prior to replacement with the hot-mix asphalt surface course, the exposed base course shall be shaped, compacted, and primed including the exposed edge of the hot-mix asphalt surface remaining to the satisfaction of the ENGINEER. Additional crushed aggregate (CA-6 gradation) base course may be required in the preparation of the base course as indicated above. Any

additional aggregate base course required for the preparation of the base and filling of depressions created by the construction shall be considered included in this pay item.

Method of Measurement:

This work will be measured for payment per square yard of driveway pavement removed and replaced.

Basis of Payment:

This work will be paid for at the contract unit price per SQUARE YARD for DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT - HMA, which price shall include saw cutting and the removal and disposal of the existing driveway pavement.

CLASS D PATCHES, TYPE IV, 6 INCH

Description:

This work shall consist of the removal of the existing pavement and sub-base necessary for excavation, prep work and the replacement with a Hot-mix asphalt patch at the location and depth as shown on the plans or as directed by the ENGINEER and shall be completed in accordance with Section 440 and Section 442 of the STANDARD SPECIFICATIONS, except as follows:

The sub-base shall be firm and able to support without displacement from construction equipment and the compaction herein specified. Soft or yielding sub-base shall be corrected and made stable before construction proceeds. Excess material will be removed and disposed of by the CONTRACTOR and the base shall be brought to a smooth grade and proper slope. Additional excavation noted by the ENGINEER in the field to provide a suitable granular sub-base will be performed by the CONTRACTOR at no additional expense to the Contract.

Replacement material will consist of 1-1/2" Hot-Mix Asphalt Surface Course (HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50) on 4-1/2" Hot-Mix Asphalt Binder Course (HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50) and shall be placed in accordance with Article 442.08. The patch shall be placed on a select granular material (CA-7) TRENCH BACKFILL. This work will be paid separately under the contract unit price per CU YD for TRENCH BACKFILL as shown in the plan details or as directed by the ENGINEER.

Materials:

Class D Patch, 6 Inch shall consist of the following:

- 1-1/2" of HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50
- 4-1/2" of HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50
- BITUMINOUS MATERIALS (TACK COAT), SS-1 at 0.025 lb./sf (Binder to Surface)
- BITUMINOUS MATERIALS (PRIME COAT), MC-30 at 0.25 lb./sf (Aggregate to Binder)

Method of Measurement:

Pavement patching will be measured for payment in place, and the area of the patch shall be computed in square yards.

Basis of Payment:

This work shall be measured and paid for at the contract unit price per square yard for CLASS D PATCHES, of the type and thickness specified, which price will include all saw cutting, pavement removal, excavation, Hot-Mix Asphalt Surface Course, and Hot-Mix Asphalt Binder Course. The thickness specified will designate the thickness of the Hot-Mix Asphalt only.

DUCTILE IRON WATER MAIN 6" (TREE TUNNELING)

Description:

This work shall be performed at locations indicated on the plans or as directed by the Village Engineer with the intent to minimize the disturbance to the existing trees root system by excavating on either side of the tree root system in the parkway and to tunnel, bore, or ram a scrap steel casing pipe of larger size of the water main to be installed underneath and through the two excavation pits to follow the suggested water main alignment. The contractor is not to excavate or open cut through without protecting the existing tree roots as much as practical as the intent is to save the existing tree. This work shall consist of furnishing all materials, equipment and labor required for the TREE TUNNELING and also to include in the operation TREE ROOT PRUNING (paid separately) and TREE TRUNK PROTECTION (paid separately) as needed to perform the work. The contractor to field investigates prior to performing any work to secure the appropriate installation method.

The locations specified for DUCTILE IRON WATER MAIN 6" (TREE TUNNELING), the DUCTILE IRON WATER MAIN 6" shall be paid for separately and is included in the cost of DUCTILE IRON WATER MAIN 6".

Method of Measurement:

This work shall be measured for payment per foot for DUCTILE IRON WATER MAIN 6" (TREE TUNNELING)

Basis of Payment:

This work will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN 6" (TREE TUNNELING), which prices shall include all labor, material and equipment necessary to perform the work as intended.

DUCTILE IRON WATER MAIN 6"

Description:

This work shall consist of constructing ductile iron water main at the locations shown on the plans and as directed by the Engineer.

Provide ductile iron pipe complying with ANSI A21.51, thickness Class 52, with joints complying with ANSI A21.11. External coating shall be standard, as specified for general use in ASA Specification A21.51. All pipe and fittings shall be manufactured in the United States of America or approved equal. Use internal cement lining complying with ANSI A21.4 or AWWA C205, standard thickness. Use ductile iron fittings with mechanical joint complying with ANSI A21.10 or A21.53. Use internal cement lining complying with ANSI A021.4, standard thickness.

The depth between the finished grade and the top of the water main shall be not less than five and one-half (5.5') feet or more than seven (7') feet. The minimum cover may be reduced, at the discretion of the Village Engineer, provided that satisfactory measures are taken to insulate and protect the pipe. Where conflicts arise with other underground improvements, the Village Engineer will consider lesser/greater depths.

Blocking to prevent movement of mains under pressure at bends and fittings shall be Portland Cement Concrete (PCC), a minimum of 12-inches thick pre-cast blocks, placed between solid ground and the fittings in such a manner that pipe fittings and joints will be accessible for repairs. All bends of 22 ½ degrees or greater, and all tees and plugs shall be thrust protected to prevent movement of the line under pressure. Thrust protection may also be attained by the use of a combination of mechanical retaining glands and threaded stainless steel rods. Wood blocks or shims will not be allowed for thrust blocking.

Minimum trench width shall be ample for proper jointing, but in no case less than 1'-6". Bedding and backfill shall be as specified in Section 8.209.

All watermains shall be pressure tested and disinfected in accordance with the standards and procedures set by the Village. The minimum testing procedure shall comply with the Standard Specifications for Sewer and Watermain Construction in Illinois Section 41-2.13 and Section 41-2.14.

Only Village staff is allowed to operate valves and hydrants. A minimum of 24 hours advance notice must be given to the Village Public Works Department for the operation of valves and hydrants.

Materials:

All watermains shall be cement lined ductile iron pipe, class 52 conforming to AWWA C-151 with push-on or mechanical joints and shall be encased in polyethylene film in accordance with AWWA C-105-82. Fittings shall be cement lined, tar coated cast iron with mechanical joints rated 250 psi per AWWA C110/ANSI 21.20. All corporation stops shall be "A Y McDonald" model, compression type. All curb stops shall be "A Y McDonald" model. All pipe and fittings shall be manufactured in the United States or approved equal.

Construction Requirements:

The construction of water main shall be done in accordance with the requirements of Section 561 of the Standard Specifications, "Standard Specifications for Water and Sewer Main Construction in Illinois" latest edition and per the details shown on the plans and as directed by the Engineer.

Method of Measurement:

This work will be measured for payment in place in feet. The length measured will include bends and fittings.

Basis of Payment:

This work will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN 6", of the diameter specified. TRENCH BACKFILL will be paid for according to Article 208.04 of the Standard Specifications.

TRENCHLESS PIPE INSTALLATION

Description:

This work shall consist of excavating the bore and receiving pits, providing the necessary equipment based on method, materials based on method, and labor required for installing water main 6", by trenchless methods as shown on the details in the plans.

See plans for Water Main Tag identifying locations for TRENCHLESS PIPE INSTALLATION.

Construction Methods:

The method used for trenchless installation of the proposed 6" water main shall be at the Contractor's option to complete the Work as shown on the plans. The most commonly used construction methods are horizontal directional drilling (HDD), auger boring, and pipe jacking for new construction technologies and similar work. The contractor shall take on the sole responsibility to visit the site to become familiar with site conditions that may affect the cost, progress, performance, and preferred method of the Work to be performed. The contractor to provide the necessary shop drawings of the preferred trenchless installation method to be used, equipment, and included materials but not limited to, restrained joint, casing spacers (as required and approved manufacture by Village), casing pipe (as required and approved manufacture by Village), and casing end seals (as required and approved manufacture by Village).

The locations specified for TRENCHLESS PIPE INSTALLATION, the DUCTILE IRON WATER MAIN 6" shall be paid for separately and is included in the cost of DUCTILE IRON WATER MAIN 6".

Method of Measurement:

This work shall be measured per linear foot of TRENCHLESS PIPE INSTALLATION as specified in plans.

Basis of Payment:

The work will be paid for at the contract unit price per foot for TRENCHLESS PIPE INSTALLATION, which shall include, equipment based on method, materials based on method, all excavation, trench shoring if necessary and disposal of material and surplus excavated material from the trench, trench backfill, and all other labor and equipment necessary to complete the work as indicated in the plans.

PLUG EXISTING WATER MAIN

Description:

The work consists of installing a water line stop (or similar operation) on the existing two inches (2" DIP) water main as shown on the plans.

See plans for Water Main Tag identifying PLUG EXISTING WATER MAIN for locations.

Caps shall be ductile iron designed to fit the existing water main. The work shall be performed in accordance with Article 551 and 605 of the Standard Specifications, Division IV of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Blocking to prevent movement of mains under pressure at caps, valves, and plugs shall be Portland Cement Concrete (PCC), a minimum of 12-inches thick pre-cast blocks, placed between solid ground. All plugs shall be thrust protected to prevent movement of the line under pressure. Thrust protection may also be attained by the use of a combination of mechanical retaining glands and threaded stainless steel rods. Wood blocks or shims will not be allowed for thrust blocking.

Excavation and backfill for water main abandonment shall conform to the typical sections/details shown in the plans and shall conform to the provisions of Sections 20, 21, and 22 of the Standard Specifications for Water & Sewer Main Construction in Illinois.

Construction Method:

Field verify the size and location of the existing water main to be plugged. The contractor to provide plugs, caps or provide to the ENGINEER a preferred method to be used, equipment, and included materials for the work. The stop must be within two feet (2') of the water main to remain in place.

Method of Measurement:

This work shall be measured per each plug and cap assembly.

Payment:

This work will be paid for at the contract unit price per each for PLUG EX WATER MAIN and shall include equipment, materials, all excavation, trench shoring if necessary and disposal of material and surplus excavated material from the trench, trench backfill, and all other labor and equipment necessary to complete the work as indicated in the plans.

FIRE HYDRANT WITH AUXILLARY VALVE AND VALVE BOX

Description:

This work shall be done in accordance with Section 564 of the Standard Specifications except as modified herein and as shown on the details on the plans.

Fire hydrants shall meet AWWA C-502 and shall be "Waterous Pacer WB-67-250" or Clow Medallion type with a 5-1/4-inch valve opening, two 2-1/2-inch hose nozzles and one pumper nozzle. Threads shall conform to National Standard Specifications. Construction shall conform to that indicated on the fire hydrant detail. Each hydrant shall be equipped with an auxiliary gate valve complete with a roadway box from A. Y. McDonald, or approved equal, and valve box stabilizer. Hydrants shall be installed no closer than two feet or further than six feet from the back of curb. No hydrant shall be installed within 48 inches of any obstruction nor shall any obstruction be placed within 48 inches of a hydrant. The manufacturer shall paint the hydrants red. Hydrants shall be installed with a valve box brace as supplied by BLR Enterprises Inc. or with a trench adapter as supplied by American Flow Control, or approved equals.

Method of Measurement:

This work shall be measured per each fire hydrant and valve assembly.

Basis of Payment:

This work shall be paid for at the contract unit price per each for FIRE HYDRANT WITH AUXILLARY VALVE AND VALVE BOX. The price shall include the fire hydrant, valve, valve box, 6" ductile iron hydrant lead, fittings, materials, labor, tools, equipment, and incidentals necessary to complete the work as specified.

WATER MAIN TO BE ABANDONED, 6"

Description:

This work shall consist of cutting and capping existing water main and the abandonment of portions of existing water main as shown on the plans and as directed by the Engineer to construct the proposed improvements.

Existing water main shall be abandoned only after all new water services have been transferred over to the new main and the new main is in operation.

Water main to be abandoned shall be drained of all water prior to capping open ends with a mechanical joint cap.

Caps shall be ductile iron designed to fit the water main. The work shall be performed in accordance with Article 551 and 605 of the Standard Specifications, Division IV of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Water mains to be abandoned shall be filled with CLSM.

CLSM shall be provided in accordance with Section 1019 of the Standard Specifications for Road and Bridge Construction (latest edition).

Blocking to prevent movement of mains under pressure at caps, valves, and plugs shall be Portland Cement Concrete (PCC), a minimum of 12-inches thick pre-cast blocks, placed between solid ground. All plugs shall be thrust protected to prevent movement of the line under pressure. Thrust protection may also be attained by the use of a combination of mechanical retaining glands and threaded stainless steel rods. Wood blocks or shims will not be allowed for thrust blocking.

Excavation and backfill for water main abandonment shall conform to the typical sections/details shown in the plans and shall conform to the provisions of Sections 20, 21, and 22 of the Standard Specifications for Water & Sewer Main Construction in Illinois.

Method of Measurement:

This work shall be measured per each water main abandoned.

Basis of Payment:

This work shall be paid for at the contract unit price per each for WATER MAIN TO BE ABANDONED of the specified sized. The price shall include the mechanical joint cap, other

necessary materials, labor, tools, equipment, and incidentals necessary to complete the work as specified.

VALVE VAULT, TYPE A, 5' DIAMETER, WITH SPECIAL FRAME AND LID

Description:

The water valves (gate valves) shall be suitable for ordinary water works service, intended to be installed in a normal position on buried pipelines for water distribution systems.

All main valves shall be installed in precast concrete vaults conforming to ASTM C478 as detailed in the Valve Vault Detail. All vaults for newly constructed water main shall have flexible rubber watertight pipe connectors. Pressure connection taps/vaults shall seal the pipe entrances for the existing pipe with anti-hydro cement as shown in the plan details.

Valve vault frames shall be Neenah R-1530 and lids shall be a "Neenah" type B, or approved equal, with the word "WATER" stamped into the lid.

Each valve vault cone and barrel section joint shall also be externally sealed with a 9" wide (min.) sealing band of rubber and mastic. The band shall have an outer layer of rubber or polyethylene with an under a layer of rubberized mastic (with a protective film), meeting the requirements of ASTM C-877, type II or type III.

All Valve Vaults are to include two (2) – 1" corporation stop coupling (MUELLER B-25008) or approved equal for testing and flushing purposes as indicated in the Village of Oswego Water Main Pressure Connection Detail and Valve Vault Type A Detail.

Valve Vaults shall be reinforced concrete in accordance with ASTM C478. The casting shall be as specified in the Plans.

Blocking to prevent movement of mains under pressure at bends and fittings shall be Portland Cement Concrete (PCC), a minimum of 12-inches thick pre-cast blocks, placed between solid ground and the fittings in such a manner that pipe fittings and joints will be accessible for repairs. All bends of 22 ½ degrees or greater, and all tees and plugs shall be thrust protected to prevent movement of the line under pressure. Thrust protection may also be attained by the use of a combination of mechanical retaining glands and threaded stainless steel rods. Wood blocks or shims will not be allowed for thrust blocking.

The cost of thrust blocking to be considered as included in the cost of the item being installed.

Pressure Connections are paid for separately.

Method of Measurement:

This work shall be measured per each valve as sized specified, valve vault with specified diameter specified with special frame and lid.

Basis of Payment:

This work shall be paid for at the contract unit price each for WATER VALVE of specified size and VALVE VAULT, TYPE A, 5' DIAMETER, WITH SPECIAL FRAME AND LID of the type

and size specified, which price shall include providing and installing the valve vault, trench backfill, and backfill material as detailed on the plans.

FILLING VALVE VAULTS

Description:

This work shall consist of removing frame and lid, plugging and filling existing valve vaults at the locations indicated in the plans or as directed by the Engineer. In addition to this special provision, this work shall be completed in accordance with applicable portions of Sections 593 and 605 of the Standard Specifications.

The material used to fill the valve vaults shall be Controlled Low Strength Material (CLSM) meeting the requirements of Section 1019 of the Standard Specifications.

The valve vault and void remaining shall be completely filled. The existing valve located within the valve vault shall be abandoned in place and need not be removed prior to filling the valve vault. The method used for filling the valve vault shall be at the Contractor's option.

The weather and temperature placement requirements of Section 593 of the Standard Specifications shall apply.

Method of Measurement:

This work shall be measured per each existing Valve Box or Valve Vault to be abandoned as shown on the plans.

Basis of Payment:

This work shall be paid for at the contract unit price per each for FILLING VALVE VAULTS. The price shall include all equipment, labor, material, disposal of abandoned material, and trench backfilling of the void left necessary to perform the work as intended for the required abandonment in the plans.

FIRE HYDRANTS TO BE REMOVED

Description:

The work consists of removing existing hydrants and auxiliary valves where shown on the plans.

Construction Method:

The valves fire hydrant and shall be carefully disconnected from the existing water main, a cap and thrust block shall be installed at the connection to the existing water main and the removed hydrant, auxiliary valve and valve box delivered to the Village. The hydrant shall remain the property of the Village.

Payment:

This work will be paid for at the contract unit price per each for FIRE HYDRANTS TO BE REMOVED and shall include equipment, materials, all excavation, trench shoring if necessary and disposal of material and surplus excavated material from the trench, trench backfill, and all other labor and equipment necessary to complete the work as indicated in the plans.

PRESSURE CONNECTION
PRESSURE CONNECTION 6”X 6”
PRESSURE CONNECTION 6”X 10”
PRESSURE CONNECTION 12”X 6”

Description:

The CONTRACTOR shall perform pressure connections to the existing water main at locations shown on the drawings. These connections shall be made without taking the existing water main out of service under full water service pressure. This work shall be performed in accordance with the details in the plans and in accordance with Section 46 of the Standard Specifications for Water and Sewer Main Construction (Latest Edition), except as revised herein.

Tapping Sleeves shall be two-piece stainless-steel bolted sleeve type with mechanical joints, Clow F-5205, or approved equal. Ductile iron tapping sleeves shall be Clow F-5205 or ENGINEER approved equivalent.

The tapping valves shall be fully ported gate valves complying with AWWA C500. Use mechanical joint type, Clow F-5093, or approved equal. 1” Mueller corporation stops are required on each side of valves.

The CONTRACTOR shall obtain the necessary materials required to make a proper connection.

The CONTRACTOR shall not proceed until he has all the required materials on site.

Once the new water mains have been tested, chlorinated and approved for service then the CONTRACTOR shall, under the direction of the ENGINEER, place the new water main in service.

Dewatering, if required, shall be considered included in the cost of PRESSURE CONNECTION of specified size.

See Construction Details for Village of Oswego Pressure Connection Detail, Valve Vault and concrete blocking requirements.

PRESSURE CONNECTION is to also include one (1) – 1” corporation stop coupling (MUELLER B-25008) or approved equal for testing and flushing purposes as indicated on the Village of Oswego Water Main Pressure Connection Detail and Valve Vault Type A Detail. Pressure connection taps/vaults shall seal the pipe entrances for the existing pipe with anti-hydro cement. VALVE VAULT, TYPE A, 5' DIAMETER, WITH SPECIAL FRAME AND LID structures are paid separately.

Method of Measurement:

This work shall be measured per each pressure connection made to the existing water main.

Basis of Payment:

This work will be paid for at the contract unit price per each for PRESSURE CONNECTION of specified size, which price shall include all equipment, labor, disposal of abandoned pipe, stone

bedding, abandon the existing water main, backfilling the void left, manhole adjustments, and other materials required to properly connect to existing water mains. One pressure connection to the existing water main will be paid for each location where a tapping sleeve and valve are used to connect new water main to the existing water main. Ductile Iron Fittings required for these connections will be considered incidental to the contract. Trench backfill used while connecting to the existing water main shall be considered incidental to this line item.

CONSTRUCTION LAYOUT

Description:

This work shall consist of providing construction layout of the proposed improvements shown on the plans to provide construction layout for the Contractor. This work shall be performed in accordance with the IDOT Supplemental Specifications and Recurring Special Provisions (SSRSP) – Adopted January 1, 2018, and as directed by the Engineer. This work shall be performed per the Special Provision for Construction Layout Stakes outlined in the SSRSP. This work shall consist of furnishing all materials, equipment and labor required for the Construction Layout.

Method of Measurement:

This work shall be measured for payment in a lump sum for CONSTRUCTION LAYOUT.

Basis of Payment:

This work shall be paid for at the contract unit price per lump sum for CONSTRUCTION LAYOUT which the price shall include all of the items listed in the SSRSP for Construction Layout Stakes.

PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE

Description:

This item shall consist of the construction of proposed storm sewer and/ or proposed pipe culvert connections to existing storm sewers or drainage structures at locations shown on the plans and as directed by the ENGINEER.

The new opening in the existing drainage structure or storm sewer shall be made in a manner to minimize any structural damage to the storm sewer. Any damage to the existing drainage structure or storm sewer shall be repaired to the ENGINEER's satisfaction at no additional cost to the Village.

A flexible rubber boot shall be used at all connections and penetrations into precast manholes. Connections into existing brick manholes shall utilize brick and hydro-cement.

Method of Measurement:

This work shall be measured per each storm sewer connection.

Basis of Payment:

This work will be paid for at the contract unit price per each for STORM SEWER CONNECTION. The price shall include all labor, tools, pipe connection, cement, equipment and material including excavation, backfilling, disposal of waste excavated material all other material necessary to complete the work as specified.

GENERAL CONDITIONS

1. Contractor Qualifications

The Contractor must be experienced in providing said services to local governments. Submitters that cannot demonstrate successful previous experience in the work of the type in this contract will be considered not responsible and will not be considered for award of the contract.

The Contractor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the requirements that follow, to successfully pursue the work in this contract.

2. Work Schedule

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision on extenuating circumstances will be final.

Subsequent to the award of the contract, at the commencement of weather conducive to providing these services, a notice to proceed shall be issued. The Contractor shall commence work as soon as possible thereafter.

The project must be completed by August 14, 2020.

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	

Due to the timing of this project, work shall be prohibited during certain public events in said area. Events specifically affected pertaining to this project will be the PrairieFest, June 11-21, 2020.

3. Customer Service & Private Property

- Respect for the property is very important. The Contractor should consider specialized equipment to minimize property damage.
- The Contractor shall be responsible for defending and satisfying any claims for driveway or sidewalk damage.
 - All driveways or sidewalks in the construction zone should be photographed by the Contractor prior to initiation of work.
 - Said photographs will support defense by Contractor against claims for the same.
 - Unresolved claims against the Contractor will delay approval of the final payment.

4. **Safety Officer**

- The Contractor shall provide a Safety Officer contact for the Village.
- The Safety Officer shall address all concerns, and communicate resolution to the Village, within a one (1) hour window.

5. **Method of Assignment**

The Village may add, delete, or change the work locations or details of the marking layouts at any time during the work period, with at least two (2) working days prior notice to the Contractor.

6. **Equipment**

All Equipment required to perform the contract is the sole responsibility of the Contractor and should be included in the bid. Multiple mobilizations may be expected and will not be treated like extras.

7. **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.

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 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 supplements 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 the same.
- H. Work can be completed during late evening or overnight hours when traffic is minimal.

8. **Bid Bond**

Unless specifically waived, each bid shall be accompanied by a bid security in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier's check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the Village if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.

9. **Performance and Labor and Material Payment Bonds**

Unless specifically waived or amended, the successful bidder shall furnish at the time of execution of the contract a performance bond for the full amount of the contract to guarantee the completion of any work to be performed by the Contractor under the contract, payment of material used in such work, and for all labor performed in such work including by sub-contractors.

Performance bond satisfactory to the Village must be executed by a 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 contract 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.

In the event that the bidder fails to furnish the bonds within 14 days after notification of the award, then the bid guarantee shall be retained by the Village as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bonds.

10. **Retainage During Guarantee Period**

Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.

11. **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. 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 contract, 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.

12. **Delivery of Materials**

It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the Village.

The work described in this specification shall be done with the least inconvenience. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Village.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Village.

13. **Injury to Property**

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Contractor under the Contract; or the Director of Public Works may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

14. **Decisions and Explanations by Village**

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of any or all plans relating to the work and of the specifications, and all questions, as to the acceptable

fulfillment of the Contract on the part of the Contractor; and the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, Contracts, or plans will be interpreted by the Village. The decision of the Village will be final.

15. **Maintenance of Traffic**

The purpose of this contract is to provide for the safe and continuous maintenance of traffic through the locations where services are being performed and to minimize accidents and accident severity while at the same time minimizing inconvenience to the traveling public and the Contractor.

All work shall be performed in accordance with IDOT Special Provision for Flaggers in Work Zones (LRS4), if applicable.

Normal rush hour traffic conditions are from 6:30 a.m. to 9:00 a.m., and 3:30 p.m. to 6:30 p.m. on certain high-volume roads. Work performed during these times will be restricted to secondary roads not subject to significant rush hour peaks. The Village shall determine which locations are subject to the above restrictions.

The Contractor shall be solely responsible for all accidents and/or damage to persons and/or property that may result from the Contractor's operations.

INSTRUCTIONS TO BIDDERS

1. **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 submit a complete Bid package, including the following items:**
 - a) **One (1) paper and one (1) electronic copy of the entire bid packet**
 - b) **Signed Contract (2 copies)**
 - c) **Signed Bid Sheet**
 - d) **Detailed Exception Sheet**
 - e) **Equipment List**
 - f) **Subcontractors List**
 - g) **References**
 - h) **Signed Contractor Bid Agreement**
 - i) **Bid Bond**
- C. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.
- D. 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.
- E. In submitting this Bid, the Bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the Bid is made without collusion with any other person, firm or corporation.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.

- K. 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.
 - L. 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.
 - M. By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
 - N. No Bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
 - O. No Bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
2. **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 bid and other contract documents. Before the bids are opened, all modifications or additions to the bid 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 bid quotation. Failure of a Bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive: provided, however, that the Village may waive this requirement if it in its best interest.

3. **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 is 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 Alternate Bid any item at the prices indicated in the 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
4. **Award of Bid:** The Village reserves the right to reject any or all Bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the organization.
- 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. The Village has the sole discretion to award the alternate bid based upon the best interest of the Village.
 - C. All awards made in accordance with this Code are final determinations.
 - D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
 - E. 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 /bid.
 - Record of payments for taxes, licenses or other monies due to the Village.
5. **Rejection of Bids:**
- A. The Village reserves the right to cancel invitations for Bids or requests for bids 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.
6. **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.
7. **Non-Discrimination:** The Bidder, its employees, and subcontractors agree not to commit unlawful discrimination and agree 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.
8. **Execution of Documents:** The Bidder, in signing the Bid on the whole or any portion of the work, shall conform to the following requirements:
- A. 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.
 - B. Bids that 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.
 - C. Bids that 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.
 - D. 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 another person with authority.
 - E. Bids received from any listed Contractor in response to an invitation for bids shall be entered on the abstract of Bids and rejected. Bids, quotations, or offers received from any listed Contractor shall not be evaluated for the 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 bids, quotations, or offers.

CONTRACT

This contract is entered into this ____ day of _____ 2020, by and between the Village of Oswego (Village) and _____ (Contractor).

The entire Bid package together with all Exhibits and attachments and the following sections apply to all bids requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a bid means that the person submitting the bid 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, warranties, 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. **Retainage During Guarantee Period:** Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.
4. **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. 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.

5. **Insurance and Bond Requirements:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or

other applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:

- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:
- i. Commercial General Liability Insurance. Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
 2. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor’s contractual indemnity obligations under the Agreement.
 3. Premises-Operations and Independent Contractors.
 4. Broad form property damage coverage.
 5. Personal injury coverage.
 6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 7. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor’s policy.
 - ii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 any one accident for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - iii. Workers’ Compensation and Employers Liability Insurance. Statutory Workers’ Compensation coverage complying with the law of the State of Illinois and Employers’ Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
 - iv. Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
 - v. Professional Liability Insurance. Contractor shall procure and maintain professional liability insurance coverage: Each Occurrence: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of work and/or services under the Agreement. Evidence of such insurance shall be provided upon request from the Village during this two-year period.

- B. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
 - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
 - iii. The Contractor shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder.
 - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
 - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.

- vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
 - 1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 - 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
 - vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
 - viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
 - ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
 - x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
 - xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.
6. **Indemnification:** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

4. **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 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 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.
5. **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 of \$750.00, 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. These deductions are for 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.
6. **Contract Term:** The term shall commence upon signing of the contract and shall be in effect for one calendar year.
7. **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 (20%) of the contracted amount; and
 - D. It is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than twenty-five thousand dollars (\$25,000.00).
8. **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.
9. **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 Labor 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.
10. **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 at 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 fails 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.

11. **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.
12. **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. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
13. **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.
14. **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.
15. **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.
16. **Piggybacking Clause:** This contract may be used to purchase supplies, equipment or perform any work on facilities or properties under the jurisdiction of the Village of Oswego including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs and improvements to Village sites. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.
17. **Additional Items:** The Contractor hereby:
 - 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 is 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, 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.

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:

Attest: By: _____
Village President

Village Clerk

CONTRACTOR:

Witness: By: _____
Signature

Witness

Print Name and Title

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:

Attest: By: _____
Village President

Village Clerk

CONTRACTOR:

Witness: By: _____
Signature

Witness

Print Name and Title

BID COST SHEET

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.

ITEM NO.	PAY ITEM #	PAY ITEM	UNITS	QUANTITY	UNIT COST	COST
1	20101100	TREE TRUNK PROTECTION	EACH	17	\$	\$
2	20101200	TREE ROOT PRUNING	EACH	17	\$	\$
3	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	14	\$	\$
4	25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	14	\$	\$
5	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	14	\$	\$
6	20800150	TRENCH BACKFILL	CU YD	600	\$	\$
7	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,000	\$	\$
8	X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	90	\$	\$
9	25200110	SODDING, SALT TOLERANT	SQ YD	1,000	\$	\$
10	21400100	GRADING AND SHAPING DITCHES	FOOT	315	\$	\$
11	X0326806	WASHOUT BASIN	L SUM	1	\$	\$
12	28000500	INLET AND PIPE PROTECTION	EACH	4	\$	\$
13	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	528	\$	\$
14	44000154	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/4"	SQ YD	3,570	\$	\$
15	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,620	\$	\$
16	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	309	\$	\$
17	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	428	\$	\$
18	42400800	DETECTABLE WARNINGS	SQ FT	34	\$	\$

19	44000200X	DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT – (HMA)	SQ YD	370	\$	\$
20	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	407	\$	\$
21	44000600	SIDEWALK REMOVAL	SQ FT	438	\$	\$
22	44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	510	\$	\$
23	50105220	PIPE CULVERT REMOVAL, 12" - CMP	FOOT	76	\$	\$
24	542D0217	PIPE CULVERTS, CLASS D, TYPE 1 12" - CMP	FOOT	76	\$	\$
25	XX008298	DUCTILE IRON WATER MAIN 6" (TREE TUNNELING)	FOOT	40	\$	\$
26	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	722	\$	\$
27	X0325379	TRENCHLESS PIPE INSTALLATION	FOOT	60	\$	\$
28	56200300	WATER SERVICE LINE 1"	FOOT	770	\$	\$
29	X5610640	PLUG EX WATER MAIN	EACH	2	\$	\$
30	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	3	\$	\$
31	X5610656	WATER MAIN TO BE ABANDONED, 6"	FOOT	347	\$	\$
32	X60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, WITH SPECIAL FRAME AND LID	EACH	3	\$	\$
33	60500405	FILLING VALVE VAULTS	EACH	2	\$	\$
34	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	45	\$	\$
35	60608572	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.18	FOOT	362	\$	\$
36	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	1	\$	\$
37	Z0044500	PRESSURE CONNECTION 6" X 6"	EACH	1	\$	\$
38	Z0044600	PRESSURE CONNECTION 6" X 10"	EACH	1	\$	\$
39	Z0045000	PRESSURE CONNECTION 12" X 6"	EACH	1	\$	\$

40	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$	\$
41	67100100	MOBILIZATION	L SUM	1	\$	\$
42	X0322917	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1	\$	\$
43	28000305	TEMP DITCH CHECKS	FOOT	75	\$	\$
BASE BID TOTAL COST						\$

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:

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*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

Subcontractor No. 2

Business Name

Address *Village, State, Zip Code*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

Subcontractor No. 3

Business Name

Address *Village, State, Zip Code*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this bid.

Reference No. 1

Business Name

Address *Village, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

Reference No. 2

Business Name

Address *Village, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

Reference No. 3

Business Name

Address *Village, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

CONTRACTOR BID AGREEMENT

TO:
Village of Oswego
100 Parkers 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

Company Name

Address *Village, State, Zip Code*

Phone Number *Email Address*

Printed Name of Authorized Representative *Title*

Signature of Authorized Representative *Date*