



INVITATION TO BID

**STONEHILL ROAD LIFT STATION DECOMMISSION AND
SANITARY SEWER EXTENSION**

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**LEGAL NOTICE
INVITATION TO BID
STONEHILL ROAD LIFT STATION DECOMMISSION
AND SANITARY SEWER EXTENSION**

Sealed bids for the demolition services for Stonehill Road Lift Station Decommission and Sanitary Sewer Extension will be received at the address listed below until **Tuesday, June 18, 2019, at 9:00 a.m. Local Time.** Bids will be publicly opened and read aloud at the stated time and place below. Proposals not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted. All proposals should be addressed to:

Village of Oswego
Re: (vendor name)
Invitation to Bid the Lift Station Decommission
Attention: Carri Parker, Purchasing Manager
100 Parkers Mill
Oswego, IL 60543

Proposal packets are available online at <http://www.oswegoil.org>. The link can be found under the Business & Development Tab-Bids & RFPs. Additional packets may be picked up at Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois, 60543. Please contact the Purchasing Manager to schedule a time to pick up the packet.

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

No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.

The Village reserves the right to reject any or all bids and to waive any informality in bidding. The Village of Oswego Board of Trustees will make the final award of the proposal. The successful bidder and the Village will execute a contract set forth in the bid package within 14 days from the award of the contract.

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

INTRODUCTION

1. **Bid Bond**: If the bidder's proposal for this project exceeds fifty thousand dollars (\$50,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in favor of the Village of Oswego in the amount of ten percent (10%) of the total bid price. Bid security shall be submitted with the bid. Checks or drafts of unsuccessful bidders will be returned as soon as possible after the bid has been awarded.
2. **Performance Bond**: If the bidder's proposal for the project is equal to or greater than \$5,000 then the following bonds shall be delivered to the Village and shall become binding with the acceptance of the bid.

Performance bond satisfactory to the Village, executed by Surety Company authorized to do business in the state or otherwise secured in a manner satisfactory to the Village, in an amount equal to 110% of the price specified. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

3. **Description of Work**: The project includes furnishing all labor, materials, and equipment necessary for the construction, installation, testing, and acceptance of a sanitary sewer extension with decommission of existing lift station for the Village. General construction of the sanitary sewer system includes but is not limited to: installation of approximately 130 lin. ft. of 10" Sanitary Sewer by Trenchless and Trench methods and removal/decommission of existing Lift Station for the Stonehill Business Park located in the Village.
4. **Equipment**: All Equipment required to perform the contract is the sole responsibility of the contractor and should be included in the proposal. Multiple mobilizations may be expected and will not be treated like extras.
5. **Quantities Of Work**: The quantities of Work or material stated in additive items of the Bid are supplied only to give an indication of the general scope of the Work; the Village does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any item of the Work by an amount up to and including 25 percent of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price.
6. **Pre-Bid Conference**: A pre-bid conference will not be held.
7. **Addenda**: Each Bid packet shall include specific acknowledgment of receipt of all addenda issued by the Village during the bidding period. Failure to so acknowledge may result in the Bid being rejected as not responsive.

8. **Construction Requirements:**

A. General

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

B. Completion Time

This project shall be completed on or before **October 31, 2019**.

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

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

C. Construction Hours

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

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

D. Safety And Health Regulations For Construction

The Contractor shall comply with all state and federal laws and county and local ordinances and regulations which in any manner affect those engaged or employed in the Work.

E. Ordinances Related to Storm Water

The Contractor shall take sufficient precautions to prevent the pollution of streams, lakes, wetlands and storm sewers in accordance with the Village of Oswego Unified Development Ordinance.

To insure a prompt response to incidents involving storm water runoff, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours a day.

When the Engineer is notified, or determines a storm water deficiency exists, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from ½ hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge. The deficiency may be any lack of repair, maintenance of non-compliance with the storm water control plan or the Village's Storm Water Ordinance.

If the Contractor fails to correct the deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day, or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.5% of the awarded contract value whichever is greater.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of their contractual requirements of responsibilities.

Costs for adhering to the ordinance shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

F. Construction Debris

The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, Village, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. The Contractor must maintain this documentation for a period of at least 3 years.

9. **Construction Contracts:**

- A. In addition to the bid and performance bonds set forth above, the bidder must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the bid bond to the bidder.
- B. The bidder must comply with all applicable laws prerequisite to doing business in the state.
- C. The bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- D. The bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
- E. The bidder must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a

contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor’s status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

- F. The bidder must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the Purchasing Manager or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.
- G. The bidder must provide an affidavit indicating all incomplete work under Contractor and all pending Contractors, along with a schedule of the expected completion of each such contract.

10. Schedule:

Project Timeline	Date(s)
Invitation to Bid (ITB) Released and posted in the local paper	Thursday, May 23, 2019
Proposals Due	Tuesday, June 18, 2019 at 9:00 a.m.
Village Board Contract Approval	July 16, 2019
Notice to Proceed	July 22, 2019
Project Completed	October 31, 2019

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways"; the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids; the "Water & Sewer Main Construction in Illinois" 7th Edition, 2014; and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2019, indicated on the Check Sheet included herein; all of which apply to and govern the construction of the Local Improvement, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located at the northwest intersection of Wooley Road and Stonehill Road all located within the Stonehill Business Park in 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 a sanitary sewer extension along with decommission of the existing lift station for the Village of Oswego Public Works Department. General construction of a sanitary sewer extension includes, but is not limited to installation of approximately 130 lin. ft. of 10" Sanitary Sewer by Trenchless and Trench methods and removal/decommission of existing Lift Station for the Stonehill Business Park located in the Village.

The work also includes pavement removal and replacement, aggregate base courses, trench and trenchless excavation operations, sidewalk/bike path removal and replacement, project restoration, bypass pumping as required, filling of existing 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: The following standard specifications shall apply:

- 1.2.1. Standard Specifications for Road and Bridge Construction, (current edition) prepared by the Illinois Department of Transportation (hereinafter referred to as “Standard Specifications”) shall govern the construction of roads, storm and sanitary sewer, concrete structures and miscellaneous items under this contract except where otherwise noted in these documents. These specifications shall also govern all traffic control and protection items.
- 1.2.2. Supplemental Specifications and Recurring Special Provisions adopted by the Illinois Department of Transportation.
- 1.2.3. Standard Specifications for Water and Sewer Main Construction in Illinois (current edition) shall govern the construction of water main and sanitary sewer installation under this contract except where otherwise noted in these documents.
- 1.2.4. 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 revision.
- 1.2.5. U.S. Department of Transportation Manual on Uniform Traffic Control Devices (current edition) and Illinois Department of Transportation Supplemental to the National Manual on Uniform Traffic Control Devices.
- 1.2.6. Village of Oswego, Village Subdivision and Development Control Ordinance, latest revision.
- 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 to the contract.

OTHER PERTINENT INFORMATION

Existing Subsurface Information – **Not Available** (GEOTECHNICAL DATA)

- 1.8. Geotechnical Exploration or Soil Investigations were not performed as part of the Stonehill Road Lift Station Decommission and Sanitary Sewer Extension project. The bidding contractor shall take on the sole responsibility to visit the site to become familiar with local conditions that may affect cost, progress, or performance, of the Work.

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. 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 the 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 AND DEMOLITION DEBRIS

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 Water Pollution Control
 - Application for Permit or Construction Approval – Permit Section
 - Submittal to the Agency has been completed on May 10, 2019
- Fox Metro Water Reclamation District
 - Contractor to provide 48-HR notice to Engineering Department at (630)-301-6805
 - See attached letter for additional information and instructions, dated May 13, 2019.
- Village of Oswego – Public Works Department
 - Permit 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 Contractor shall obtain the required permit bond in the amount required by the permitting agencies. All costs for bonds as specified herein will be considered as included in the cost of the contract if applicable.

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 not be allowed to close any roadway at any time. No additional compensation will be allowed to the Contractor due to this roadway restriction or requirements.

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.

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.

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 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.

SANITARY SEWER CONTROL AND BYPASS PUMPING

When and if required for this project, the Contractor shall provide all labor, equipment, supervision, and materials necessary to transfer or control flows via bypass pumping in the sections of existing pipe and/or from the existing lift station. The Contractor shall be responsible for controlling and maintaining all sanitary sewer flows within the sewer system during the Work.

If the Contractor utilizes a subcontractor for bypass pumping operations, the subcontractor shall have at least five years of experience in the bypass pumping industry. The bypass system shall be of adequate capacity to handle all flows, peak flow of pipe, including wet weather-related flows. If bypass pumping is utilized by the Contractor to control flows, the Contractor shall be responsible for monitoring the bypass pumping operation at all times until

the work is complete. The location of pump(s), force main, discharge point, pumping rates, etc., shall be approved by the Village.

The Contractor shall prepare a detailed Flow Control Plan that describes the measures to be used to control flows. The Contractor shall submit the Plan to the Village for review prior to beginning any flow control work.

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.

SPECIAL PROVISIONS PER IDENTIFIED PAY ITEM

SANITARY SEWER CONNECTION

Description

This work shall consist of furnishing all materials, equipment and labor required for the proposed sanitary sewer connection to existing pipe stub at existing manhole in accordance with the applicable portions of Section 602 of the Standard Specifications and as shown on the details in the plans. See Sanitary Sewer Tag No. 2 and Tag No. 6 for location of connection to existing pipe stub at existing manhole. Contractor to field verify and perform excavation measures at the existing manhole that is to be connected to verify the structure viability and constructability measures for connection. Contractor to notify the Village and Engineer if the existing manhole or pipe stub is not suitable for connection based on existing condition or type. See Sheet C-06 for additional plan information and location of existing manhole(s) to be connected to.

Construction Methods

All the necessary excavations and proposed construction connection of the proposed sanitary sewer connection to existing pipe stub at existing manhole as shown in the plans or as directed by the Village. After the connection of pipe has been inspected and approved, the remaining open trench shall then be backfilled with suitable excavated material free of rock and debris to a point four (4) inches below final grade. Trench backfill material shall be placed in eight (8) inch lifts, loose measurement, and compacted by mechanical means to the satisfaction of the Engineer. Four (4) inches of topsoil shall then be placed on top of the excavated trench backfill.

Measurement

Proposed Sanitary Sewer Connection to existing pipe stub at existing manhole shall be measured per each connection.

Payment

The work will be paid for at the contract unit price per each for SANITARY SEWER CONNECTION, which shall include furnishing all material for proposed connection, connecting hardware, structure reconstruction, all excavation, trench shoring if necessary and disposal of surplus material excavated from the trench, trench backfill, and all other labor and equipment necessary to complete the work as indicated in the plans.

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 proper investigation to determine if the line needs to be relocated or replaced.

After the exposed line/utility has been inspected by the Engineer, the trench shall be backfilled with gradation CA 6 coarse aggregate, the cost of which shall be included in the item of EXPLORATION TRENCH (SPECIAL).

Method of Measurement

The exploration trench will be measured for payment in feet of actual trench.

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.

ABANDON EXISTING FORCE MAIN, FILL SEWER WITH CLSM

Description

This work shall consist of furnishing all materials, air release methods, equipment, and labor required for the abandonment and filling of existing sanitary sewer with CLSM material in accordance with the applicable portions of Section 593 and 1019 of the Standard Specifications and as shown on the details in the plans. See Sanitary Tag No.12 for location of existing 4" force main pipe to be abandoned and filled. Contractor to field verify existing pipe size and type prior to ordering material for filling of pipe and sealing of ends. See Sheet C-06 for additional plan information and location of existing pipe from lift station to existing sanitary manhole.

Construction Methods

After all the necessary excavations for filling of existing sanitary sewer as shown in the plans or as directed by the Village. After the filling of pipe has been inspected and approved, any remaining open trench areas shall then be backfilled with suitable excavated material free of rock and debris to a point four (4) inches below final grade. Trench backfill material shall be placed in eight (8) inch lifts, loose measurement, and compacted by mechanical means to the satisfaction of the Engineer. Four (4) inches of topsoil shall then be placed on top of the excavated trench backfill.

The existing sanitary sewer force main shall be completely filled from existing downstream end to upstream end of the abandonment. The method used for filling the storm sewer shall be at the Contractor's option.

The weather and temperature placement requirements of Section 593 of the Standard Specifications for Road and Bridge Construction (latest edition) shall apply.

Material

The material used to fill the sanitary sewer force main shall be Controlled Low Strength Material (CLSM) meeting the requirements of Section 1019 of the Standard Specifications for Road and Bridge Construction (latest edition). Pipe caps to be supplied for sealing end of pipe(s).

Measurement

Abandon and fill existing sanitary sewer force main with CLSM shall be measured per foot in place.

Payment

The work will be paid for at the contract unit price per foot for ABANDON EXISTING FORCE MAIN, FILL SEWER WITH CLSM, of the diameter specified, which shall include furnishing all material for CLSM, seal ends, connecting hardware, trench backfill, all excavation, trench shoring if necessary and disposal of surplus material excavated from the trench, and all other labor and equipment necessary to complete the work as indicated in the plans.

REMOVING MANHOLES, SPECIAL (WET WELL & VALVE AND VALVE VAULT)

Description

This work shall consist of the complete decommissioning and removing of the existing Lift Station including but not limited to wet well structure, valve vault structure, pumps, piping, valves, fittings, electrical and control panels, disconnection of electrical service with coordination with the electrical company owner. The Contractor to provide the necessary equipment, material, and labor required for removing the existing Lift Station manhole structures and components as shown on the details in the plans. See Sanitary Sewer Tag No. 9 and Tag No. 11 (Sheet C-06) for location of existing lift station to be removed and for additional information.

Construction Methods

All the necessary excavations for removing the existing Wet Well and Valve and Valve Vault as shown in the plans or as directed by the Village. The remaining open trench excavation shall then be backfilled with suitable excavated material free of rock and debris to a point four (4) inches below final grade. Trench backfill material shall be placed in eight (8) inch lifts, loose measurement, and compacted by mechanical means to the satisfaction of the Engineer. Four (4) inches of topsoil shall then be placed on top of the excavated trench backfill.

Measurement

Removing Manholes, Special (WET WELL) and Removing Manholes, Special (VALVE AND VALVE VAULT) shall be measured per each manhole structure to be removed.

Payment

The work will be paid for at the contract unit price per each for REMOVING MANHOLES, SPECIAL (WET WELL) and REMOVING MANHOLES, SPECIAL (VALVE AND VALVE VAULT), which shall include wet well structure, valve vault structure, pumps, piping, valves, fittings, electrical and control panels, disconnection of electrical service with coordination with the electrical company owner, all excavation, trench shoring if necessary and disposal of materials and surplus excavated material from the trench, trench backfill, and all other labor, material, and equipment necessary to complete the work as indicated in the plans.

SANITARY SEWER 10", PVC, SDR 21 (TRENCHED)

Description

This work shall consist of providing the necessary equipment, materials, and labor required for installing proposed sanitary sewer 10", PVC, SDR 21 by open trenched methods. See Sanitary Sewer Tag No. 3 and Tag No. 5 (Sheet C-06) for location of SANITARY SEWER 10", PVC, SDR 21 (TRENCHED).

Construction Methods

Provide the necessary trench excavations for installing the proposed sanitary sewer pipe as shown in the plans or as directed by the Village. The remaining open trench shall then be backfilled with suitable excavated material free of rock and debris to a point four (4) inches below final grade. Trench backfill material shall be placed in eight (8) inch lifts, loose measurement, and compacted by mechanical means to the satisfaction of the Engineer. Four (4) inches of topsoil shall then be placed on top of the excavated trench backfill.

Measurement

SANITARY SEWER 10", PVC, SDR 21 (TRENCHED) will be measured for payment in feet of installed pipe by trench method.

Material

The material used for sanitary sewer shall be per the specifications found on Sheet C-04 as provided by Fox Metro Water Reclamation District. Pipe plugs as requested by Fox Metro at manholes are to be supplied for temporary sealing the end of existing pipe(s) at manholes during construction.

Payment

The work will be paid for at the contract unit price per foot for SANITARY SEWER 10", PVC, SDR 21 (TRENCHED), which shall include sanitary sewer pipe as specified, pipe plugs as requested by Fox Metro at manholes, 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.

SANITARY SEWER 10", PVC, SDR 21 (TRENCHLESS)

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 sanitary sewer 10", PVC, SDR 21 by trenchless methods as shown on the details in the plans. See Sanitary Sewer Tag No. 4 (Sheet C-06) for location of SANITARY SEWER 10", PVC, SDR 21 (TRENCHLESS).

Construction Methods

The method used for trenchless installation of the proposed 10" sanitary sewer shall be at the Contractor's option to complete the Work as shown on the plans. 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 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 PVC, casing spacers (as required), casing pipe (as required), and casing end seals (as required).

Measurement

SANITARY SEWER 10", PVC, SDR 21 (TRENCHLESS) will be measured for payment in feet of installed pipe by trenchless method.

Payment

The work will be paid for at the contract unit price per foot for SANITARY SEWER 10", PVC, SDR 21 (TRENCHLESS), which shall include sanitary sewer pipe as specified, 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

INSTRUCTIONS TO BIDDERS

1. **Receipt of Bid**: Tuesday, June 18, 2019 at 9:00 a.m. Local Time
2. **Basis of Bid**: Sealed bids will be received until the above noted time and date.
3. **Bid Description**: Stonehill Road Lift Station Decommission and Sanitary Sewer Extension
4. **Preparation and Submission of Bids**:
 - A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
 - B. Each bidder must complete, execute and submit with its bid a certification that Bidder is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
 - C. **Each bidder must submit a complete bid package, including the following items:**
 1. **Signed Contract Pages**
 2. **Subcontractors Lists**
 3. **References from three (3) current customers**
 4. **Bid Sheet with Signature**
 5. **Equipment List**
 6. **Signed Contractor's Bid Agreement**
 7. **Bid Bond, if applicable**
 8. **Performance Bond, if applicable**
 - D. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
 - E. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of the contract has been delayed for a period of more than thirty (30) days.
 - F. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
 - G. The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
 - H. The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Village (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
 - I. The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of

the items, as provided in the specifications, he will perform the work as altered, increased or decreased.

- J. The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.
 - K. The bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.
 - L. The bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.
 - M. The bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within the time limit specified within the bid, it is understood and agreed that the completion within the time limit is an essential part of the contract.
 - N. By submitting a bid, the bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
 - O. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
5. **Additional Information Request:** Questions regarding this bid and specific questions regarding the specifications in this bid can be emailed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email cparker@oswegoil.org. Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the BID and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of, and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a Bidder to include a

signed formal Addendum in its proposal quotation shall deem its quotation non-responsive: provided, however, that the Village may waive this requirement if it in its best interest.

6. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.
 - A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
 - B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
 - C. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
 - D. All bids shall be good for thirty (30) days from the date of the bid opening.
 - E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages

7. **Award of Bid:** The Village of Oswego Board of Trustees will make the final award of the proposal. The successful bidder and the Village will execute a contract set forth in the bid package within 14 days from the award of the contract.
 - A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
 - B. All awards made in accordance with this Code are final determinations.
 - C. In addition to price, the Village will consider:
 - Ability, capacity, and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience, and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the bid/proposal.
 - Record of payments for taxes, licenses or other monies due to the Village.

8. **Rejection of Bids:**

- A. The Village reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make an award to the response deemed to be the most advantageous to the Village.
- C. Any bid not conforming to the specifications or requirements set forth by the Village in the bid request may be rejected.
- D. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

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

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

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

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

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

10. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.
11. **Non-Discrimination:** The Bidder, its employees, and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
12. **Execution of Documents:** The Bidder, in signing his Bid on the whole or any portion of the work, shall conform to the following requirements:

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

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

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

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority. The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee.

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

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

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

The Village assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

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

CONTRACT

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

The entire bid package together with all Exhibits and attachments and following sections apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Billing/Invoicing:** All billing and invoicing will be done upon the completion of all work.

After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

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

- A. Withhold payment.
- B. Consider all or any part of this contract breached and terminate the contractor, or
- C. May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- D. Any demand for performance shall be specifically delivered to the contractor by personal delivery, certified or registered mail.

The Village will make periodic inspections and follow up as needed with the contractor to discuss any issues, etc.

4. **Insurance Requirements:** The Contractor will provide satisfactory proof of insurance naming the Village, together with their officers, agents, employees, and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for

damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's or its officers's, agent's, employee's negligence in the performance of services under this Agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

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

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

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

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person)
	\$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$3,000,000 (each occurrence)
	\$3,000,000 (aggregate)

5. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts 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.

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

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

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

7. **Contract Term:** The contract will commence as of the date of this contract and expire upon completion of the work and all obligations of the parties.
8. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

- A. Is not of such a size or nature as to undermine the integrity of the original bidding process; and
 - B. Is germane to the original contract; and
 - C. Does not exceed twenty percent (10%) of the contracted amount; and
 - D. Is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars (\$15,000.00).
9. **Compliance with Laws and Regulations:** In addition to the bid and performance bonds set forth above, the contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the bid bond to the contractor.
- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
 - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
10. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.
11. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be in the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor

of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

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

12. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
13. **Governing Law:** This Contract and the rights of Village and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. Venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
14. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
15. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
16. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
 - A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
17. **Indemnity and Hold Harmless Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the

Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however, such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section include, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnatee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnatee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands, and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

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

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

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

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 Representative	Title	Date
----------------------------------	-------	------

Attest	Title	Date
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(Printed Name of Contractor)

Address	City, State, Zip Code
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Signature of Authorized Representative	Title	Date
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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 Representative	Title	Date
----------------------------------	-------	------

Attest	Title	Date
--------	-------	------

(Printed Name of Contractor)

Address	City, State, Zip Code
---------	-----------------------

Signature of Authorized Representative	Title	Date
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SUBCONTRACTOR LISTING

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

Subcontractor No. 1

Business Name

Address

City, State, Zip Code

Telephone Number

Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 2

Business Name

Address

City, State, Zip Code

Telephone Number

Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 3

Business Name

Address

City, State, Zip Code

Telephone Number

Value of Work Subcontracted

Nature of Work Subcontracted

If additional sheets are needed, please make copies.

REFERENCES

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

Reference No. 1

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Reference No. 2

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Reference No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

If additional sheets are needed, please make copies.

BID SHEET

PROJECT NAME: Stonehill Road Lift Station Decommission and Sanitary Sewer Extension

Schedule of prices for construction of Stonehill Road Lift Station Decommission and Sanitary Sewer Extension is in accordance with the Contract Documents.

ITEM NO.	PAY ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	TRENCH BACKFILL	CU YD	20	\$	\$
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	204	\$	\$
3	SEEDING, CLASS 1A	ACRE	0.10	\$	\$
4	NITROGEN FERTILIZER NUTRIENT	POUND	9	\$	\$
5	PHOSPHORUS FERTILIZER NUTRIENT	POUND	9	\$	\$
6	POTASSIUM FERTILIZER NUTRIENT	POUND	9	\$	\$
7	MULCH, METHOD 2	ACRE	0.10	\$	\$
8	PERIMETER EROSION BARRIER	FOOT	190	\$	\$
9	INLET AND PIPE PROTECTION	EACH	2	\$	\$
10	PAVEMENT REMOVAL	SQ YD	10.0	\$	\$
11	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	10.0	\$	\$
12	MOBILIZATION	L SUM	1	\$	\$
13	SANITARY SEWER CONNECTION	EACH	2	\$	\$
14	EXPLORATION TRENCH, SPECIAL	FOOT	20	\$	\$
15	ABANDON EXISTING FORCE MAIN, FILL WITH CLSM	FOOT	617	\$	\$
16	REMOVING MANHOLES, SPECIAL (WET WELL)	EACH	1	\$	\$
17	REMOVING MANHOLES, SPECIAL (VALVE AND VALVE VAULT)	EACH	1	\$	\$
18	SANITARY SEWER 10", PVC, SDR 21 (TRENCHED)	FOOT	20	\$	\$
19	SANITARY SEWER 10", PVC, SDR 21 (TRENCHLESS)	FOOT	109	\$	\$
TOTAL					\$

Name of person who inspected site of proposed WORK for your firm:

Name: _____ Date of Inspection: _____

Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number	Date
_____	_____
_____	_____
_____	_____

Failure to acknowledge addenda may render the Bid non-responsive and be cause for its rejection. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Bid Forms contained in this Bid, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Bid Form.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents.

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice of Letting and Instructions to Bidders, dealing with the disposition of the Bid Security.

(Printed Name of Contractor)

Phone Number

Address

City, State, Zip Code

Printed Name of Authorized Representative

Signature of Authorized Representative

Date

DETAIL EXCEPTION SHEET

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

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

Contractor's exceptions are:

CONTRACTOR BID AGREEMENT

TO:

Village of Oswego
100 Parker's Mill
Oswego, IL 60543

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

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

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

(Printed Name of Contractor)

Address

City, State, Zip Code

Signature of Authorized Representative

Title

Date