



## **INVITATION TO BID**

# **WATER METER REPLACEMENT PROGRAM**

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**LEGAL NOTICE  
INVITATION TO BID  
TO PROVIDE METER REPLACEMENT SERVICES**

Sealed bids for the installation and replacement of water meters and remote radio transmitters at approximately 11,500 locations throughout the Village over four years will be received at the address listed below until Thursday, September 6, 2018 at 1:00 p.m. local time. Bids will be publicly opened and read aloud at the above stated time and place. Proposals not physically received by the Village by 1:00 p.m. local time. on Thursday, September 6, 2018 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)  
Request for Proposal for the Water Meter Replacement Program  
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.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total amount of the bid and made payable to the Village of Oswego 100 Parkers Mill, Oswego IL. 60543. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village. Checks or drafts of unsuccessful bidders will be returned as soon as possible after opening and reviewing the bids.

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

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

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO: Tim Zasada, Assistant Director of Public Works, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 Email: [tzasada@oswegoil.org](mailto:tzasada@oswegoil.org) FAX: 630-551-4854

## INTRODUCTION

### I. **Project Description:**

Replace approximately 11,500 water meters and install remote radio transmitters throughout the village limits according to the specifications contained herein.

### II. **Detailed Specifications:**

**Scope of Work:** This section describes the materials, equipment, procedures, and contractor requirements for removing existing water meters and associated reading infrastructure and installation of new water meters and associated reading infrastructure. This is meant to be a guide and the contractor will be responsible for the complete installation of the new water meters and associated equipment.

Definitions:

- A. **Customer:** An adult, 18 years or older, who is the property owner or another person with a legal right to possession of the property, or a person with apparent authority to allow entry.
- B. **Endpoint:** Device which reads the meter register and transmits this and other relevant data automatically to the data collection system. Also referred to as a meter interface unit (MIU) Neptune R-900
- C. **Meter Transceiver Unit (MXU):** Existing component currently installed on some Village water meters to read the meter register and transmit data to a mobile (drive-by) collection system.
- D. **Service Line:** Water service line from the entrance into the building to the valve after the meter including the valve.
- E. **Touch Read:** Existing component installed on some Village water meters. The system operates by touching the Touch Read pad with a collection gun, which instructs the pad to read the meter register and transmit the meter reading to the collection gun.

### III. **Existing Water Meter Infrastructure:**

- A. The existing water distribution system includes approximately 11,500 water meters.
- B. Meter sizes are estimated as follows:
  - 1. 1" – 10,409 meters
  - 2. ¾" – 639 meters
  - 3. 5/8" – 286 meters 5/8" meters will be changed to 3/4" meters, ¾" X 5/8" couplings will be used.
  - 4. 1.5" – 42 meters
  - 5. 2" – 82 meters
  - 6. 3" – 35 meters
  - 7. 4" – 7 meters

- C. Existing meters are currently read via touch read, mobile radio read, or fixed radio read.
- D. Approximately 9,000 of the system's meters are more than 15 years old.
- E. Some larger meters are proposed to remain in service but will be retrofitted with new Endpoints. Inspections by Village staff will determine their status.

IV. **Meter / Endpoint Installation Contractor Requirements:**

A. Installer Qualifications

- 1. The meter / endpoint installation crew shall be employed directly by the Contractor. Subcontractors shall not be used without the Village's approval.
- 2. Each meter installation crew shall have a licensed plumber in the State of Illinois. Submit a copy of State of Illinois plumbing license(s) for each plumber employed to install meters for this project.
- 3. Installation crews shall be experienced, trained, and technically competent.
- 4. Employees shall pass a criminal background check approved by the Village and sign a waiver release prior to entering customer properties.
  - a. Submit a list of employees authorized by the contractor to enter and install water meters / endpoints.
  - b. Criminal background checks shall be completed for employees by an agency approved by the Village.
  - c. Submit copies of criminal background checks to the Village. Note: all submissions to the Village are public record. Personal information listed in background checks, such as social security numbers, may be blocked out in the submittal.
  - d. Based on the results of the background check, the Village shall have the right to prohibit employees from entering customer properties.
  - e. Promptly submit updated employee lists and background checks if staffing is revised.

B. Internal Plumbing Irregularities: The Contractor shall report to the Village all internal meter or plumbing irregularities including but not limited to meters installed backwards, disconnected meters, other indication of tampering such as magnets, if meter has been removed and replaced with connecting pipes; if registers are disconnected from meter; if there are illegal connections before the meter, or if there are any other circumstances that warrants communication with the Village. Photographs shall be taken of all irregularities and supplied to the Village on the forms provided. Contractor shall not proceed with the installation of a new meter until the Village has authorized the project to continue.

C. The Contractor shall be available to respond to calls from customers concerning leaks, loss of service, or other issues related to the installation. The Contractor must be available to respond to problems associated with the installation twenty-four hours a day, seven days a week basis, and must respond to make necessary repairs within two

hours of receiving the call. Records of all calls and the response provided shall be provided to the Village the next work day.

- D. Property Damage: The Contractor shall be responsible for all damages caused by an installer. and shall make all necessary repairs at its sole cost and expense. In the event a service line fails during or after the installation, the Contractor will oversee the repair work to the water service or damaged property to the Owners satisfaction.
- E. Upon completion of the meter installation, all refuse and unused material shall be removed from the site. The site shall be returned to its original condition.

V. **Employee Conduct:**

- A. Contractor shall not enter a property unless admitted by an adult (18 years or older) who is the property owner or another person with a legal right to possession of the property, or a person with apparent authority to allow entry.
- B. All employees entering customer properties shall wear a company uniform and carry employee identification and Village issued identification.
- C. Employee vehicles shall be clearly marked with the name, phone number, and/or logo of the installation contractor or meter/AMI supplier.
- D. Do not track in mud, dirt, snow, or water. Utilize boot covers as required to prevent tracking.
- E. Contractor shall not solicit, advertise, or leave promotional materials with the property owner in the execution of the meter/endpoint replacement project.
- F. Crews actively engaged in the installation of water meters/endpoints shall not perform any other work on a customer's property during the same visit(s). Unless the property owner is paying to have work done for the installation of the new water meter.
- G. Contractor shall not smoke in or on customer property (including outside).
- H. Contractor employees shall treat customers in a courteous and respectful manner. If customers have objections or complaints about the project or the installation, direct the customer to contact appropriate Village staff.
- I. If a customer becomes irate, confrontational, or threatening, the contractor shall leave the property immediately and contact appropriate Village staff.

VI. **Materials:**

- A. GENERAL: Ensure all materials comply with the Illinois Plumbing Code and Village of Oswego Village Code.
- B. WATER METERS: All new water meters shall be manufactured by Neptune and provided by the Village.
- C. REGISTER: New water meter registers will be provided by the Village. The registers shall be installed to provide a means for the customer to view the meter reading.
- D. ENDPOINT: Neptune R-900 MIU and provided by the Village.

- E. METER COUPLING AND GASKET: Install new Lead-Free McDonald meter couplings and neoprene gaskets provided by the Village.
- F. SEAL WIRE AND LEAD SEAL: Copper seal wire 3 ply #27 with lead seal will be provided by the Village.
- G. VALVES: All valves are owned by the property owner and shall have brass or bronze bodies and be in compliance of the Illinois Plumbing Code for potable water. All valves that need to be replaced will be at the discretion of the property owner and installation paid to the contractor by the property owner under the contract price agreed upon in this contract for additional work needed to complete the new meter installation.
- H. PIPE: Copper tubing for water piping shall meet Illinois Plumbing Code requirements.
- I. FITTINGS: Provide all copper, brass, or bronze fittings. Plastic fittings will not be allowed.
- J. GROUND WIRE: Provide proper grounding for new water meter if necessary.
- K. POLYURETHANE SEALANT: Provide sealant on all exterior penetrations to the building.

VII. **Equipment:**

- A. PIPE FREEZE EQUIPMENT: Provide commercial pipe freeze equipment capable of freezing copper or steel lines up to and including 1-inch diameter. Pipe freeze equipment shall be available on-site prior to beginning any installation, or available to the contractor within 15 minutes of beginning installation. Obtain authorization from the Village prior to freezing pipes.
- B. HANDHELD FIELD PROGRAMMER / SMART PHONE / TABLET:
  - 1. Provide handheld field programmer, smart phone, tablet or similar device with software capable of verifying communication between the radio, register and collector. Such devices shall be capable of recording and downloading all required data.
  - 2. Installation documents shall be in electronic PDF form and used for documentation of the install and sent to the Village as verification of the install.

VIII. **Scheduling Individual Meter and Endpoint Installations:**

Coordinate installation of water meters with each property owner according to the following minimum requirements. Customer names, addresses, and account numbers will be provided.

- A. GENERAL LETTER:
  - 1. Prepare a general letter for delivery on Village of Oswego letterhead to all affected property owners explaining the following:
    - a. Description of the meter replacement project;
    - b. Need for entry/access;
    - c. Typical time required for installation;
    - d. Name and phone number of contractor to complete the installation;
    - e. Notification that contractor will be contacting the property owner to schedule installation; and,
    - f. Customers rights and responsibilities information.

2. Submit proposed general letter to the Village of Oswego for review and consideration. Upon approval, the Village will provide a copy of the letter to the contractor on Village letterhead.
3. Mail a copy of the general letter to each property owner approximately two weeks prior to contacting them for installation.

**B. SCHEDULING PROCESS:**

1. Prepare a letter from the contractor to the property owner requesting that the property owner contact the contractor to schedule a time for meter installation. Contractor shall utilize a toll-free phone number and website for residents to schedule appointments. Provide resident with installer's name, company, phone number, and photo identification, along with installation date and time, via email, online portal, or U.S. mail prior to starting work. Notify the Customer of any change to this information as soon as practical.
2. Submit a letter to the Village of Oswego for review and consideration. Upon approval, letters may be sent to Customers.
3. Mail the initial request and document the date sent on Village letterhead.
4. If no response to the initial request is received within two weeks, send a follow-up letter, or deliver a copy of the letter via door hanger.
5. If no response to the second attempt is received within one week, visit the property to attempt contact in person.
6. If no contact is made, leave a door hanger with a copy of the letter.
7. If no response is received within a week after making the third attempt at contact, notify the Village of Oswego.
8. Village Contact Process:
  - a. The Village of Oswego will deliver a shut off notice of failure to schedule a meter install appointment and allow access to the water meter and will terminate service if an appointment is not scheduled within five (5) days.
  - b. The Village will shut off the water supply to the property until the owner schedules an installation. If the appointment is not upheld the water will be terminated until the meter is installed.
9. Notify the Village immediately after the property owner establishes contact and schedules the installation.
10. Contractor shall prioritize installation at properties where water has been shut off.

**C. INSTALLATION HOURS:**

Work is permitted at individual homes between the hours of 7:00 AM to 8:00 PM, Monday through Saturday. Work on Sundays and holidays recognized by the State of Illinois will not be required. Other work schedules may be permitted with prior approval of the Village to deal with unique circumstances such as restaurants or industrial sites.

**D. INSTALLATION SEQUENCE:**

Contractor shall be assigned the total number of accounts for each year, once at the beginning of the contract and May 15 each year after.

The Contractor shall complete installation of meters according to the following schedule:

1. 2,500 meters by April 30, 2019
2. 3,000 meters in April 30, 2020
3. 3,000 meters by April 30, 2021
4. 3,000 or the remainder of meters by April 30, 2022

IX. **Inspection and Documentation:**

A. INSPECTION

1. Prior to shutting off water and beginning installation, inspect the existing service and document the service material entering the residence or building.
2. Notify the Village of Oswego of the following conditions and do not proceed with the installation until reviewed and directed by the Village:
  - a. The existing meter is inaccessible.
  - b. The existing meter is set vertically.
  - c. The existing service does not comply with the plumbing code or is not constructed of standard potable water supply materials.
  - d. The existing service needs repairs prior to installing the water meter.
  - e. Other conditions that would prohibit the safe and effective replacement of the water meter.

B. DOCUMENTATION

1. Obtain digital photographs of existing meter installation documenting the condition and configuration of the existing meter installation. Include the property address and date in the photo or identify digitally in the filename or other means acceptable to the Village.
2. Obtain a digital photo of existing meter register showing the register reading.
3. Record the following information electronically in the field and provide records to the Village in Microsoft Excel Master File and PDF installation file format for each installation with pictures along with property owners signature approving the installation. Confirm format of data with Village prior to beginning work
  - a. Property address.
  - b. Account number
  - c. Water service diameter and service material.
  - d. Register reading and serial number of the old meter with pictures
  - e. Serial number of the old MXU.
  - f. Serial number and register reading of the new water meter with pictures.

- g. Radio Identification number of the new endpoint and pictures of ID number and location.
  - h. Serial number, size and last inspection of any backflow devices.
  - i. Check sump pump for illegal hook up to the Village Sanitary Sewer.
4. Provide a daily report of activated meters and addresses to the Village of Oswego. The report may be submitted electronically. All meter installations will also have a PDF file of each installation with photographs, and signature of property owner or their representative.

X. **Water Meter and Endpoint Installation:**

A. General:

- 1. Perform all work in accordance with the Illinois Plumbing Code.
- 2. Credentials shall be presented establishing his/her identity to the customer prior to entering the house.
- 3. Provide customer with the lead information literature and instructions on how to read the meter register at the time of the appointment.
- 4. Ensure all necessary, equipment, piping, fittings, valves, and other materials are available at the job site prior to beginning installation.
- 5. Complete all installations within 2 hours after shutting the water off to the property. If the installation is anticipated to exceed two hours, notify the Village of Oswego and property owner prior to proceeding.
- 6. Protect property from leaking or dripping water. Do not allow water to drip onto the floor or spray on finished surfaces.
- 7. Upon completion of the work, obtain customer's signature on work order acknowledging completion and acceptance of the meter installation.

B. Meter Removal

- 1. Close shut off valves on each side of the meter.
- 2. If shutoff valves are missing or do not operate properly, turn off the outside valve at the buffalo box. If the outside valve is not operable or cannot be keyed, notify the Village prior to using a freezing kit. Stop the flow with pipe freezing machine. All buffalo box repairs that need to be completed will be done by the Village. Include all repairs on the install documentation and data file for the Village. Operate pipe freeze machine according to manufacturer's recommendations. Under no circumstances shall the mainline water valves be operated without prior approval of the Village.
- 3. Protect surroundings and personal property from water draining out of meter or dripping from pipes.
- 4. Loosen the meter coupling nut on either side of the meter.
- 5. Remove old meter.
- 6. Remove couplings.

### C. Meter Installation

1. Install new meter couplings.
2. Set new meter in place.
3. Hand thread meter coupling nut onto meter until threads engage. Ensure threads are not cross threaded.
4. Tighten coupling nuts with a wrench until snug.
5. Install ground wire jumper if required or replace existing ground wire jumper across meter if removed.
6. Install seal wire with “do not tamper” tag supplied by Contractor. Seal wire shall be run through both meter couplings and register to ensure register cannot be removed without breaking the seal wire. Install seal button lead or plastic supplied by the contractor.
7. Purge air from system.
  - a. Open the inlet (upstream) shutoff valve slowly until the meter is full of water.
  - b. Open the outlet (downstream) valve slowly until air is out of the meter and service line.
  - c. Select a faucet, remove aerator and open slowly to allow entrapped air to escape.
  - d. Close customer faucet.
  - e. Inspect installation for leaks.

### D. Endpoint Installation

1. Mount endpoint on the exterior of the structure in the proximity of the gas meter. The location must be documented on the install data sheet. If the MIU could not be located by the gas meter, document the reasons why on the install sheet.
2. If existing conditions prohibit the installation of the endpoint on the exterior of the structure:
  - a. Document reasons why an exterior installation is not feasible with photos and provide documentation on the install sheet to the Village.
  - b. Install endpoint on the interior of the building as described below.
3. External Endpoint Installation
  - a. If existing installation includes an MXU or Touch read module:
    - 1) Remove existing module.
    - 2) If existing MXU or Touch read module is wired with a 3-wire system, the existing wiring may be utilized for the new endpoint. If existing wiring is a 2-wire system, run a new 3-wire cable from the meter to the new endpoint.
    - 3) Install external endpoint at the same location as existing module.
  - b. If no MXU or Touch read module is present, or if the endpoint cannot be installed in the same location as the existing module:
    - 1) Remove the existing module from the structure.
    - 2) Seal any holes with polyurethane clear sealant or color appropriate for the siding/exterior finish on the building.

- 3) Pull out or cut off and abandon any existing wire from the previous installation.
- 4) Install endpoint on exterior of building at an appropriate location and run new wire to the meter register.
4. Do not install endpoint on the front façade of the building. If endpoint must be mounted on the front of the building, contact the Village to obtain assistance in finding a suitable location prior to installing.
5. Interior Endpoint Installation
  - a. If the endpoint cannot be installed on the exterior of the building, mount endpoint on inside surface of an exterior wall, or as close to an exterior wall as possible, and as high as possible.
  - b. Neatly coil excess wire and securely attach to the endpoint.
  - c. If the endpoint cannot be installed on the exterior of the building, mount endpoint on inside surface of an exterior wall as high as feasible.
  - d. Remove the module from the structure. Seal any holes with polyurethane sealant in a color appropriate for the siding on the building. Pull out or cut off and abandon any existing wire from the previous meter installation.
6. Valve Vault Installation
  - a. Meters installed inside valve vaults shall have “pit” registers and have lid mounted MIU, Valve vault lids shall have a penetration provided by the contractor to mount the MIU. Payment for meter installations in valve vaults will be on a case by case basis and agreed upon by both the Village and contractor prior to the install.

XI. **Retrofit Existing Meter With New Endpoint:**

- A. Follow applicable scheduling, inspection, and documentation requirements described in Paragraph VII and VIII above.
- B. Inspect existing meter register and ensure compatibility with new endpoint. If existing register is not compatible, contact Village.
- C. Replace endpoint according to Part IX, D above.

XII. **Activation and Testing**

- A. Activate meter and endpoint according to meter supplier’s recommendations.
- B. Test and verify endpoint communicates with the register.
- C. Verify communications by remotely reading the endpoint ID number and meter reading. Ensure transmitted meter reading matches register display.
- D. Open customer faucet and ensure the new meter is reading flow.

XIII. **Cleanup**

- A. Clean up and remove all debris from the property.
- B. Obtain digital photographs prior to leaving the property:
  - 1. Overall work areas
  - 2. Installed meter
    - i. Closeup of register read and meter number
    - ii. Context photo showing location of meter relative to room
  - 3. MIU
    - i. Mount to structure showing installed location relative to structure
    - ii. Closeup of any wire penetration hole

XIV. **Additional Work:**

- A. If extra compensation is required to address the situation is less than \$500.00, proceed according to the following:
  - 1. Notify the Village immediately of the issue and explain what extra work is required and the cost of the additional work.
  - 2. The Village representative will be authorized to review and approve individual change order items up to \$500.00.
  - 3. If the Village representative authorizes the extra work, oral authorization to proceed will be provided at that time, followed by written authorization within one business day.
  - 4. It is the intent of this section that extra work required for water meter installations will be reviewed and change orders authorized promptly to permit the work to be completed during the scheduled installation visit and to avoid the necessity to reschedule the installation.
- B. If extra compensation is required to address the situation is equal to or greater than \$500.00, proceed according to the following:
  - 1. Notify the Village immediately of the issue and explain what extra work is required and the cost of the additional work.
  - 2. The Village representative will need to meet with the installer to review the proposed work and then receive approval from the appropriate Village manager for individual change order items \$500.00 or more.
  - 3. If the Village representative authorizes the extra work, oral authorization to proceed will be provided at that time, followed by written authorization within one business day.
  - 4. It is the intent of this section that extra work required for water meter installations will be reviewed and change orders authorized promptly to permit the work to be completed during the scheduled installation visit and to avoid the necessity to reschedule the installation.

XV. **Base Bid:**

The following prices include hook up of existing wire assuming it is in good condition:

- Meter installation including radio unit and meter couplings 3/4" meters
- Meter installation including radio unit and meter couplings 1" meters
- Meter installation including radio unit 1.5" meters
- Meter installation including radio unit 2" meters
- Meter installation including radio unit 3" meters
- Meter installation including radio unit 4" meters
- Additional price for meter flange replacement 1.5" meter
- Additional price for meter flange replacement 2" meter
- Additional price for meter flange replacement 3" meter
- Additional price for meter flange replacement 4" meter
- Additional price to install new ground wire around meter
- Additional price to run new wire from meter to radio unit
- Additional charge to freeze water line
- Manhour labor rate for any additional plumbing contacted price for Village and property owner.
- Contract price for property owner to replace 5/8", 3/4", 1", 1.5", 2" ball valves including labor.
  - Saturday installations will be allowed, the contract price will be the same for week day or Saturday appointments. All of the replaced Meters and equipment including meter couplings shall be returned to the Village.

VI. **Basis of Payment:**

This work will be paid for at the contract unit price per meter installation including radio units and meter couplings. The unit price shall include all equipment, materials, and labor required for this installation that is not provided by the Village stated in the Materials Section on page 6.

XVI. **Billing/Invoicing:**

All billing and invoicing will be done periodically with detailed itemized billing. Billing will include the date, the work performed. 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:

- Withhold payment.
- Consider all or any part of this contract breached and terminate the contractor, or
- 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.
- Any demand for performance shall be specifically delivered to contractor by personal delivery, certified or registered mail.

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

## INSTRUCTIONS TO BIDDERS

1. **Receipt of Bid:** September 6, 2018; 1:00 p.m. Local Time
2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.
3. **Bid Description:** Water\_Meter Replacement Program
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. **Six (6) Signed Bid Certifications**
    2. **Bid Sheet with Signature**
    3. **Signed Contractor's Bid Agreement**
    4. **References from meter installation/replacement projects within the last five (5) years.**
    5. **Equipment List**
    6. **Bid Guarantee in the amount of 10% of the total of project**
    7. **One (1) paper copy of the bid packet and one electronic version of the bid packet on a flash drive in a \*.pdf (Adobe Acrobat) version**
    8. **Copies of executed contracts demonstrating the bidder has installed a minimum of 50,000 comparable water meters and endpoints within the last five (5) years.**
    9. **Copies of executed contracts demonstrating the bidder has installed the proposed brand of meter and MIU endpoints on at least three-meter installation/replacement projects within the last five (5) years.**
  - D. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
  - E. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than thirty (30) days.
  - F. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
  - G. The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract

- and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
- H. The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
  - I. The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
  - J. The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.
  - K. The bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.
  - L. The bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.
  - M. The bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.
  - 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.
  - P. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
5. **Additional Information Request:** Questions regarding this bid and specific questions regarding the specifications in this bid can be emailed to Tim Zasada, Assistant Director of Public Works at [tzasada@oswegoil.org](mailto:tzasada@oswegoil.org) or faxed to 630-551-4854. 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 conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

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

6. **Conditions:**

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
- B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- C. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
- D. All bids shall be good for 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 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 reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village of Oswego.

- A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
- B. All awards made in accordance with this Code are final determinations.

- C. In addition to price, the Village will consider:
- Ability, capacity and skill to fulfill the contract as specified.
  - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
  - Character, integrity, reputation, judgment, experience and efficiency.
  - Quality of performance on previous contracts.
  - Previous and existing compliance with laws and ordinances relating to the contract.
  - Sufficiency of financial resources.
  - Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
  - Ability to provide future maintenance and service under the contract.
  - Number and scope of conditions attached to the bid/proposal.
  - Record of payments for taxes, licenses or other monies due the Village
8. **Rejection of Bids:**
- A. The Village reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Village.
- C. Any bid not conforming to the specifications or requirements set forth by the Village in the bid request may be rejected.
- D. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.
10. **Non-Discrimination:** The Bidder, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
11. **Copies of Documents:** The number of copies of Contract and Bond copies required to be executed is as follows:

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

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

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

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

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

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

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

13. **Ineligible Contractors or Vendors:** The Contractor shall certify their review of the village debarment list found at [www.oswegoil.org](http://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.

14. 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.

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

## CONTRACT

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 Term "Village" whenever used in the contract documents shall be construed to mean the Village of Oswego. The Village of Oswego, the Public Works Department, and the Director of Public Works shall also be known herein, respectively, as the Village, the Department, and the Director.
  
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.
  
5. **Insurance Requirements:** The Contractor will provide satisfactory proof of insurance naming the Village of Oswego, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's or its officers's, agent's, employee's negligence in the performance of services under this Agreement. Contractors certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

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

**Workmen's Compensation Insurance:**

All Liability imposed by Workmen's Compensation statute

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

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

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

6. **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 party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

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

Deduction for Each Day of Overrun in Contract Time: \$500.00 per day.

8. **Contract Term:** The contract will be for approximately four (4) years, beginning on the first day of a fully executed Contract and ending on April 30, 2021.
9. **Change Orders:** After 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. 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).
10. **Compliance with Laws and Regulations:** In addition to the bid and performance bonds set forth above, the contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the bid bond to the contractor.
- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
  - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
  - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

- D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
11. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.
12. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be in the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.
- A. If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for

compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

13. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
14. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. Venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
15. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
16. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
17. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
  - A. When this contract, or any portion hereof, is terminated or cancelled by the Village, and the Contractor released before all items of work included in this contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
  - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
18. **Additional Items:** The Village and Contractor further agree that
  - A. **If the Prevailing Wage Act Applies:**  
Wage Rate Requirements:
    - (1) The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
    - (2) A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.

- (3) The Contractor shall maintain certified time sheets and submit to the Village with final invoice.
- (4) The Contractor will be required to sign a Wage Rate Requirement Certification.

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

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

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

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

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

- E. **Substance Abuse Prevention on Public Works Projects:** Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:
1. A minimum requirement of a 9-panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing,

however, blood testing is not mandatory for the employer where a urine test is sufficient.

2. A prohibition against the actions or conditions specified in 820 ILCS 265/10.
3. A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
4. A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

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

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

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

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

H. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

19. **Indemnity and Hold Harmless Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, its trustees, officers,

employees, agents, attorneys and lenders (collectively the “Indemnitees”) harmless from and against all loss and expense (including, but not limited to, reasonable attorney’s fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

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

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

**CONTRACT SIGNATURES**

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

\_\_\_\_\_  
Village of Oswego Administrator Date

Attest \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address Date

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title Date

## WAGE RATE REQUIREMENTS CERTIFICATION

### GENERAL

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
4. The Contractor shall maintain certified time sheets and submit to the Village with final invoice.

---

Village of Oswego Administrator \_\_\_\_\_ Date \_\_\_\_\_

Attest \_\_\_\_\_ Title \_\_\_\_\_

---

(Printed Name of Contractor)

---

Signature of Authorized Representative

---

Address

## DRUG FREE WORKPLACE CERTIFICATION

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

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Establishing a Drug Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Contractor's policy for maintaining a drug free workplace;
  - 3. Available counseling, rehabilitation, or assistance programs; and
  - 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. Imposing a sanction on or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

## DRUG FREE WORKPLACE CERTIFICATION

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

---

(Printed name of Contractor)

---

Address

---

City

State

Zip Code

---

Signature of Authorized Representative

---

Title

Date

**NON-COLLUSION CERTIFICATION**

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

---

(Printed Name of Contractor)

---

Address

---

City

State

Zip Code

---

Signature of Authorized Representative

---

Title

Date

## ELIGIBLE CONTRACTOR AND SUBCONTRACTOR CERTIFICATION

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

---

(Printed Name of Contractor)

---

Address

---

City

State

Zip Code

---

Signature of Authorized Representative

---

Title

Date

## STATE AND FEDERAL EQUAL OPPORTUNITY EMPLOYER CERTIFICATION

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

---

(Printed Name of Contractor)

---

Address

---

City

State

Zip Code

---

Signature of Authorized Representative

---

Title

Date

**SUBCONTRACTOR LISTING**

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

**Subcontractor No. 1**

---

Business Name

---

Address Village, State, Zip Code

---

Telephone Number Value of Work Subcontracted

---

Nature of Work Subcontracted

**Subcontractor No. 2**

---

Business Name

---

Address Village, State, Zip Code

---

Telephone Number Value of Work Subcontracted

---

Nature of Work Subcontracted

**Subcontractor No. 3**

---

Business Name

---

Address

Village, State, Zip Code

---

Telephone Number

Value of Work Subcontracted

---

Nature of Work Subcontracted

If additional sheets are needed, please make copies.

## REFERENCES

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

### Reference No. 1

---

Business Name

---

Address

Village, State, Zip Code

---

Contact Person

Telephone Number

---

Dates of Service

### Reference No. 2

---

Business Name

---

Address

Village, State, Zip Code

---

Contact Person

Telephone Number

---

Dates of Service

**Reference No. 3**

---

Business Name

---

Address

Village, State, Zip Code

---

Contact Person

Telephone Number

---

Dates of Service

If additional sheets are needed, please make copies.



## BID SHEET

Meter install prices include hook up of existing wire assuming it is in good condition.

Task	Quantity	Unit	Price Each	Total
¾" Meter install including radio unit and meter couplings			\$	
1" Meter install including radio unit and meter couplings			\$	
1.5" Meter install including radio unit and meter couplings			\$	
2" Meter install including radio unit and meter couplings			\$	
3" Meter install including radio unit and meter couplings			\$	
4" Meter install including radio unit and meter couplings			\$	
Additional price for meter flange replacement 1.5" meter			\$	
Additional price for meter flange replacement 2" meter			\$	
Additional price for meter flange replacement 3" meter			\$	
Additional price for meter flange replacement 4" meter			\$	
Additional price to install new ground wire around meter			\$	
Additional price to run new wire from meter to radio unit			\$	
Additional charge to freeze water line			\$	
Man-hour labor rate for any additional plumbing. Contracted price for Village and property owner.			\$	
Contract price for property owner to replace 5/8" ball valve with labor			\$	
Contract price for property owner to replace 3/4" ball valve with labor			\$	
Contract price for property owner to replace 1" ball valve with labor			\$	
Contract price for property owner to replace 2" ball valve with labor			\$	
<b>Total</b>				

PRICE ADJUSTMENT:

In submitting proposals, each Contractor shall set forth the amount they will accept for the first year in payment for services and materials in accordance with the contract, as well as, an escalation factor for future years for the term of the contract. Pricing must be firm for the term of the contract.

Escalation factor in Year 2 \_\_\_\_\_ %  
Escalation factor in Year 3 \_\_\_\_\_ %  
Escalation factor in Year 4 \_\_\_\_\_ %  
Escalation factor in Year 5 \_\_\_\_\_ %

---

PRINTED NAME

---

SIGNED

---

TITLE

---

COMPANY

---

DATE

## CONTRACTOR BID AGREEMENT

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

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

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

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

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Signed

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Print Name

---

Title

---

Company Name

---

Date