REQUEST FOR PROPOSAL

FOR STREET STRIPING OF VARIOUS

LOCATIONS THROUGHOUT THE VILLAGE

Village of Oswego

Street Striping Proposal Package

August 2017

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LEGAL NOTICE

REQUEST FOR PROPOSAL

FOR STREET STRIPING OF VARIOUS LOCATIONS THROUGHOUT THE VILLAGE

Sealed proposals for Street Striping of various locations throughout the Village will be received at the address listed below until Tuesday, August 1, 2017 at 10:00 a.m. Proposals will be publically opened and read aloud at the above stated time and place. Proposals not physically received by the Village by 10:00 a.m. on Tuesday, August 1, 2017 will be returned, unopened to the firm. Emailed or faxed proposals will not be accepted. All proposals should be addressed to:

Village of Oswego
Re: (vendor name)
Proposal for Street Striping
Attention: Annie Callahan, 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 Parker's Mill, Oswego, Illinois, 60543.

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 No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.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

Successful bidder must provide proper insurance, a Performance Bond and a Labor and Material Payment Bond in the full amount of the Contract acceptable to the Village. **Contractor must comply with Prevailing Wage Act, if applicable. Each contractor is to submit their bid as indicated in the Specifications and include all signed supporting documents.**

The Village reserves the right to reject any or all proposals and to waive any informality in bidding.

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the proposal. The successful bidder and the Village will execute a contract mutually agreeable to both parties within 14 days from the award of contract.

INTRODUCTION

STREET STRIPING OF VARIOUS LOCATIONS
THROUGHOUT THE VILLAGE

Purpose of Request:

The Street Restriping contract's primary goal is to:

- Provide safe roads for the Village by marking intersections that have become hard to see. Unmarked intersections are hard to see and are a safety hazard to the community and could result in an accident.

Project Description:

The Village is requesting a proposal for street striping of various locations throughout the Village of Oswego according to the specifications contained herein.

PROJECT SPECIFICATIONS

Detailed Specifications:

Scope of Work: The Village is requesting proposals for street striping of various locations throughout the Village of Oswego from an experienced contractor.

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

1. Boulder Hill Pass from Route 34 to the Waubonsee Walking Trail as shown on the attached maps.
2. Intersection of Chesterfield and Route 34 – crosswalk and stop bar
3. Wolf's Crossing Road from Route 34 to Route 30 – all road markings
4. Fifth Street from Wolfe Crossing Road to Yoakum Boulevard – all road markings
5. Intersection of Madison and Washington Streets to include corner markings, stop bars, crosswalks and road markings

In addition, the Bidder's specs and standards need to conform to the Illinois Department of Transportation (IDOT) Standards.

The specifications contained herein describe the minimum requirements for the Village and any omission shall not relieve the Bidder of furnishing quality service in a timely manner.

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

Traffic Control and Public Safety:
Direction of Operation – When traveling in lanes open to the public traffic, the Contractor's vehicles shall always move with and not against the flow of traffic. These vehicles shall enter and leave work

areas in a manner that will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated parking areas.

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

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

a) Manual on Uniform Traffic Control Devices.
b) Regulations of the Department and the Village of Oswego.
c) Other Federal (including OSHA), State or Municipal acts, statutes, rulings, ordinances, decisions or regulations as might apply.
d) All subsequent revisions and supplement to the above documents.
e) The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
f) The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
g) The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to same.
h) Work can be completed during late evening or overnight hours when traffic is minimal.

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

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

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

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

Instructions to Bidders

1. **Receipt of Bid:** **August 1, 2017; 10:00 A.M**.

2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.

3. **Bid Description:** **Street Striping** for various locations throughout the Village of Oswego

4. **Preparation and Submission of bids:**
   A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
   B. Each bidder must complete, execute and submit with its bid a certification that Bidder is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
   C. Each bidder must submit a complete bid package, including the following items:
      i. **Bid Certifications**
      ii. **Bid Sheet**
      iii. **Bid Sheet Signature**
      iv. **Contractor's Bid Agreement**
      v. **References**
      vi. **Subcontractors List.**
      vii. **Equipment List**
      viii. **Bid Guarantee in the amount of 10% of the total of project.**
   D. One (1) paper copies of the bid and one electronic version of the bid on a flash drive in a *.pdf (Adobe Acrobat) version shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name – Street Striping
   E. **Bidders may attach separate** sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
   F. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than ninety (90) days.
   G. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
   H. The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
   I. The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
   J. The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
   K. The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item

covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

L. The bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.

M. The bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.

N. The bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.

O. By submitting a bid, the bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

P. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.

Q. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

5. **Additional Information Request:** Questions regarding this RFP can be emailed to Annie Callahan, Purchasing Manager at ACallahan@oswegoil.org and specific questions regarding the specifications in this RFP can be emailed to Tracy Miller at tmiller@oswegoil.org by the end of business on Wednesday, July 26, 2017. Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the RFP and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of and the Village will reject all claims related thereto.

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

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

6. **Conditions:**

A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.

B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).

C. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.

D. All bids shall be good for ninety (90) days from the date of the bid opening.

7. **Award of Bid:** The Village of Oswego reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village of Oswego.

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

B. All awards made in accordance with this Code are final determinations.

C. In addition to price, the Village will consider:

- Ability, capacity and skill to fulfill the contract as specified.
- Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- Character, integrity, reputation, judgment, experience and efficiency.
- Quality of performance on previous contracts.
- Previous and existing compliance with laws and ordinances relating to the contract.
- Sufficiency of financial resources.
- Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- Ability to provide future maintenance and service under the contract.
- Number and scope of conditions attached to the bid/proposal.
- Record of payments for taxes, licenses or other monies due the Village

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8. Rejection of Bids:

A. The Village reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.

B. The Village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Village. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.

C. Any bid not conforming to the specifications or requirements set forth by the Village in the bid request may be rejected.

D. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

10. **Non-Discrimination:** The Bidder, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

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

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

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

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

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

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

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

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

13. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et *seq.*). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

14. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be included on the Subcontractor's form in the Bid proposal and be acceptable to, and approved in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor.

Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

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

15. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

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

17. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

18. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

CONTRACT

The entire bid package and following sections apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. Persons submitting proposals or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The Village assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The Term "Village" whenever used in the contract documents shall be construed to mean the Village of Oswego. The Village of Oswego, the Public Works Department, and the Director of Public Works shall also be known herein, respectively, as the Village, the Department, and the Director.

2. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract. The bidder acknowledges that local ordinance permits the Village to give preference to local businesses.

3. **Bid Bond:** If the bidder's proposal for this project exceeds fifty thousand dollars ($50,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total project bid. Bid security shall be submitted with the bid.

4. **Performance Bond:** If the bidder's proposal for the project is equal to or greater than $5,000 then the following bonds shall be delivered to the Village and shall become binding with the acceptance of the bid:

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

5. **Insurance Requirements:** The Contractor will provide satisfactory proof of insurance naming the Village of Oswego, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's negligence in the performance of services under this Agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Engineer to supply a valid certificate of insurance, or if a previously valid certificate of

insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:	
All Liability imposed by Workmen's Compensation statute	
Employer's Liability Insurance	$1,000,000
Contractual Liability Insurance	$1,000,000
Completed Operations Insurance	$ 500,000

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

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

6. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

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

work. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Deduction for Each Day of Overrun in Contract Time: $750.00 per day.

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

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

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

10. **Contract Term:** The scope of work shall be completed no later than October 10, 2017. Contract begins upon a fully executed Contract and ends sixty (60) days after completion of the scope of work herein described.

11. **Driver's License:** Before commencing work, the Contractor shall provide a copy of valid driver's license for each employee operating equipment in the Village. Drivers shall possess of Commercial Driver's License with appropriate endorsements if operating equipment that requires such a license.

12. **Change Orders:** After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
    A. Is not of such a size or nature as to undermine the integrity of the original bidding process; and
    B. Is germane to the original contract; and
    C. Does not exceed twenty percent (20%) of the contracted amount; and
    D. Is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars ($15,000.00).
    E. Change orders for contracts for public improvements shall be as provided by state law.

13. **Construction Contracts:** In addition to the bid and performance bonds set forth above, the bidder must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the bid bond to the bidder.
    A. The bidder must comply with all applicable laws prerequisite to doing business in the state.
    B. The bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
    C. The bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

D. The bidder must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

E. The bidder must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the Village Finance Director or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.

F. The bidder must provide an affidavit indicating all incomplete work under Contractor and all pending Contractors, along with a schedule of the expected completion of each such contract.

14. **Termination: T**he Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.

A. When this contract, or any portion hereof, is terminated or cancelled by the Village, and the Contractor released before all items of work included in this contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

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

15. **Additional Items:** The Village and Contractor further agree that

A. **If the Prevailing Wage Act Applies:**

Wage Rate Requirements:

(1) The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.

(2) A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.

(3) The Contractor shall maintain certified time sheets and submit to the Village with final invoice.

(4) The Contractor will be required to sign a Wage Rate Requirement Certification.

B. **Prevailing Wage**

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

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

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

C. **Sexual Harassment:** During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission"); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

D. **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:

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

17) The Contractor will be required to sign a Drug Free Workplace Certification.

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

1) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
2) A prohibition against the actions or conditions specified in 820 ILCS 265/10.
3) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
4) A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

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

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

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

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

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

16. **Indemnity and Hold Harmless Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an 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. 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.

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.

_____

(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.

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 CERTIFICATE

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 CERTIFICATE

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 CERTIFICATE

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

REFERENCES

VILLAGE OF OSWEGO

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

Business: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.

SUBCONTRACTORS

VILLAGE OF OSWEGO

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

Subcontractor No. 1: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 2: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

If additional sheets are needed, please make copies.

EQUIPMENT LIST

VILLAGE OF OSWEGO

Name	Make	Model	Year	Use

If additional sheets are needed, please make copies.

BID SHEET

The estimated scope of this project is as follows:

Street Striping, Price per linear foot:

1. Boulder Hill Pass from Route 34 to the Waubonsee Walking Trail

Total Feet of road markings:	
Thermoplastic:	$ /linear foot
Roadway Paint:	$ /linear foot
Total Number of Crosswalks	
Crosswalks - thermoplastic	$ /per
Crosswalks – roadway paint	$ /per
Total Number of Stop Bars	
Stop Bars – thermoplastic	$ /per
Stop Bars – roadway paint	$ /per

2. Intersection of Chesterfield and Route 34 – crosswalk and stop bar

Total Feet of road markings:	
Thermoplastic:	$ /linear foot
Roadway Paint:	$ /linear foot
Total Number of Crosswalks	
Crosswalks - thermoplastic	$ /per
Crosswalks – roadway paint	$ /per
Total Number of Stop Bars	
Stop Bars – thermoplastic	$ /per
Stop Bars – roadway paint	$ /per

3. Wolf's Crossing Road from Route 34 to Route 30 – all road markings

Total Feet of road markings:	
Thermoplastic:	$ /linear foot
Roadway Paint:	$ /linear foot
Total Number of Crosswalks	
Crosswalks - thermoplastic	$ /per
Crosswalks – roadway paint	$ /per
Total Number of Stop Bars	
Stop Bars – thermoplastic	$ /per
Stop Bars – roadway paint	$ /per

4. Fifth Street from Wolfe Crossing Road to Yoakum Boulevard – all road markings

Total Feet of road markings:	
Thermoplastic:	$ /linear foot
Roadway Paint:	$ /linear foot
Total Number of Crosswalks	
Crosswalks - thermoplastic	$ /per
Crosswalks – roadway paint	$ /per
Total Number of Stop Bars	
Stop Bars – thermoplastic	$ /per
Stop Bars – roadway paint	$ /per

5. Intersection of Madison and Washington Streets to include corner markings, stop bars, crosswalks and road markings

Total Feet of road markings:	
Thermoplastic:	$ /linear foot
Roadway Paint:	$ /linear foot
Total Number of Crosswalks	
Crosswalks - thermoplastic	$ /per
Crosswalks – roadway paint	$ /per
Total Number of Stop Bars	
Stop Bars – thermoplastic	$ /per
Stop Bars – roadway paint	$ /per

BID SHEET SIGNATURE

PRINTED NAME _____

SIGNED _____

TITLE _____

COMPANY _____

DATE _____

CONTRACTOR BID AGREEMENT

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

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

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

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

Signed: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

BOULDER HILL PASS

Date Printed: 7/20/2017

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W E
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260

Feet

Village of Oswego

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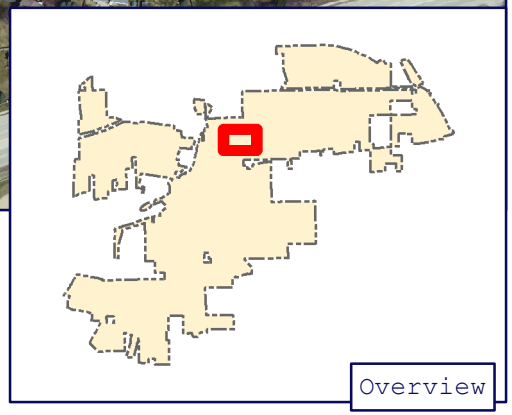
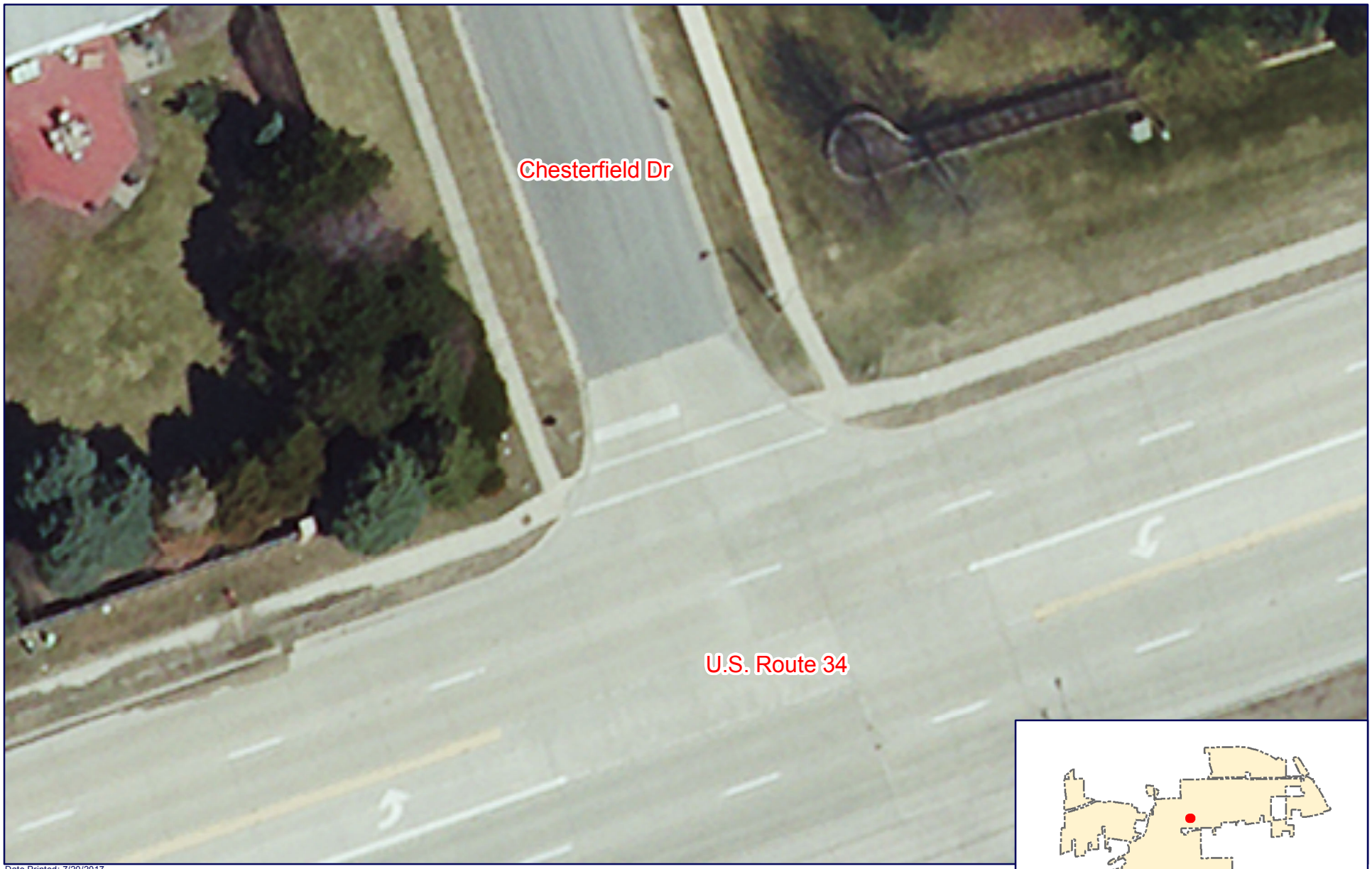
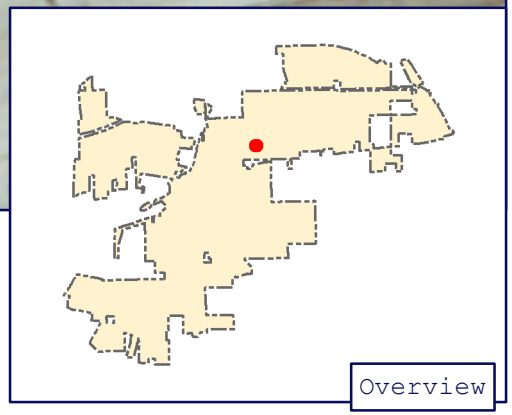


INTERSECTION OF CHESTERFIELD DRIVE AND U.S. ROUTE 34





Date Printed: 7/20/2017

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Feet

Village of Oswego

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WOLF'S CROSSING ROAD PART 1

Date Printed: 7/20/2017

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W E
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570

Feet

Village of Oswego

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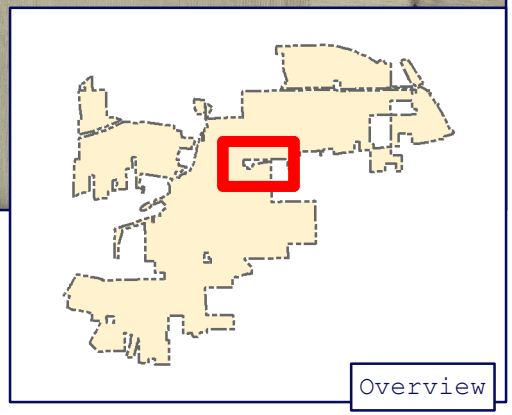

WOLF'S CROSSING ROAD PART 2

Date Printed: 7/20/2017

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490

Feet

Village of Oswego

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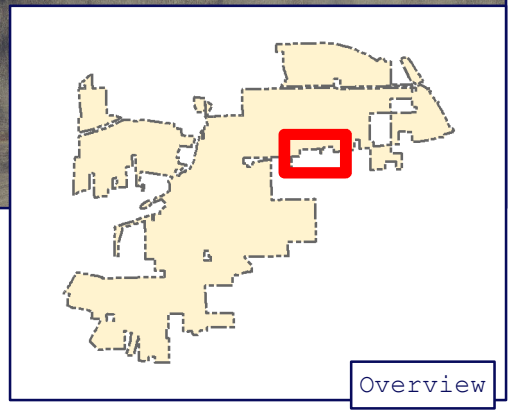
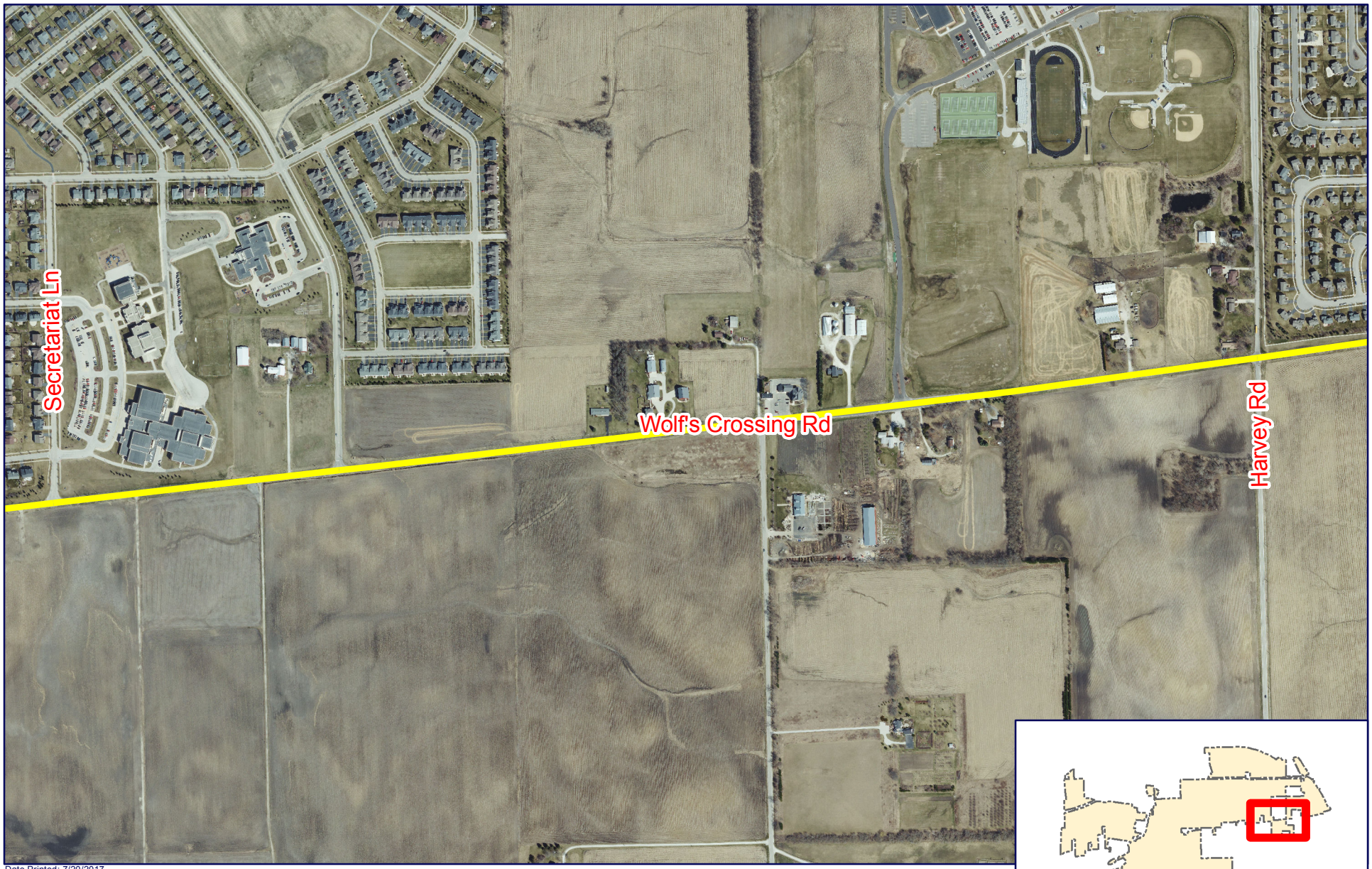


WOLF'S CROSSING ROAD PART 3



Date Printed: 7/20/2017

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Feet

Village of Oswego

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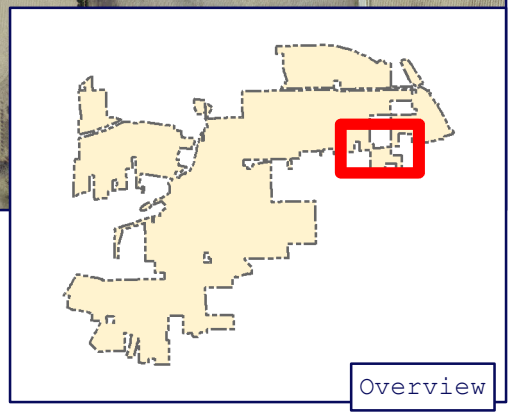

WOLF'S CROSSING ROAD PART 4

Date Printed: 7/20/2017

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Village of Oswego

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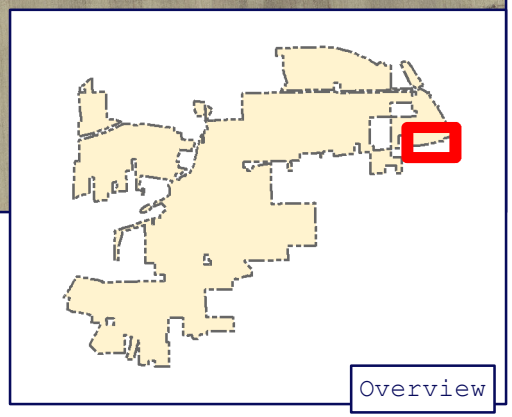
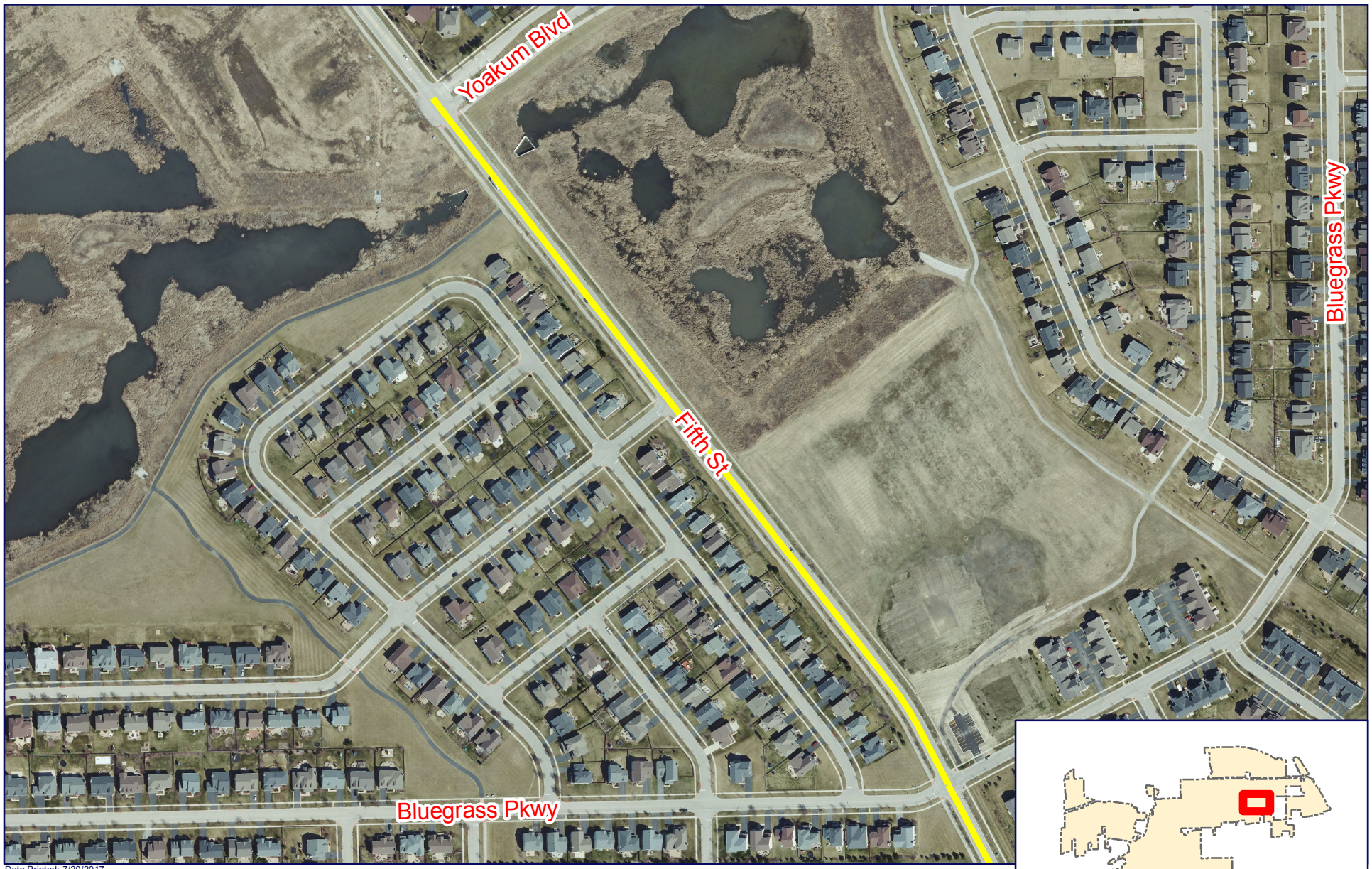
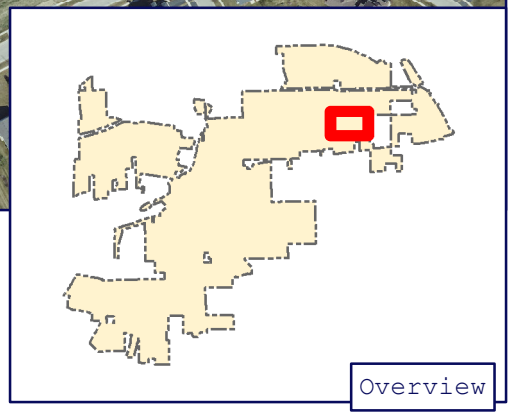


NORTHERN END OF FIFTH STREET





Date Printed: 7/20/2017

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Feet

Village of Oswego

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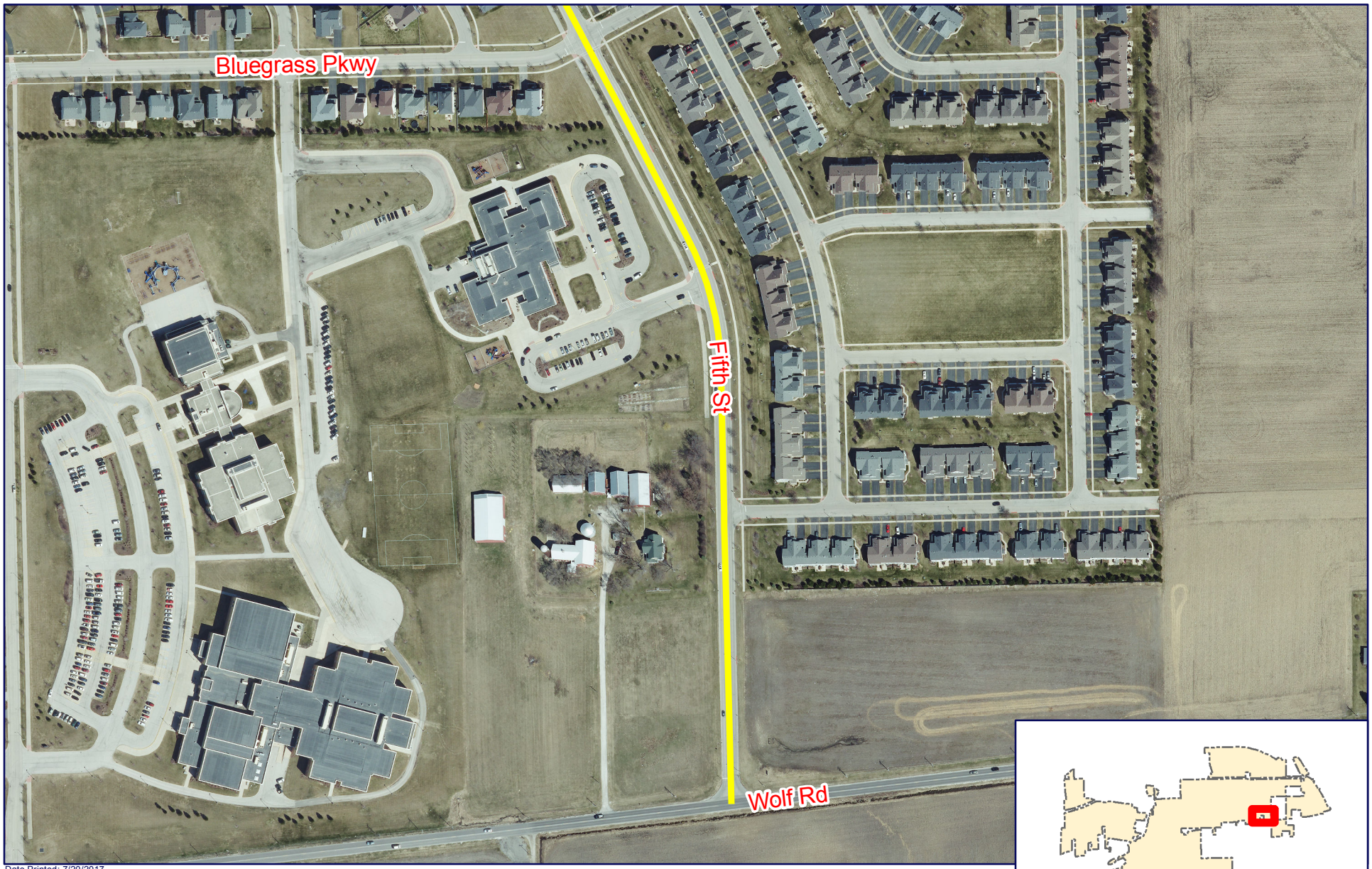
SOUTHERN END OF FIFTH STREET



Date Printed: 7/20/2017

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Feet

Village of Oswego

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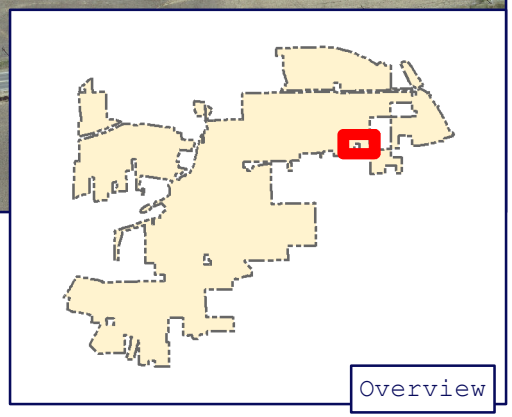
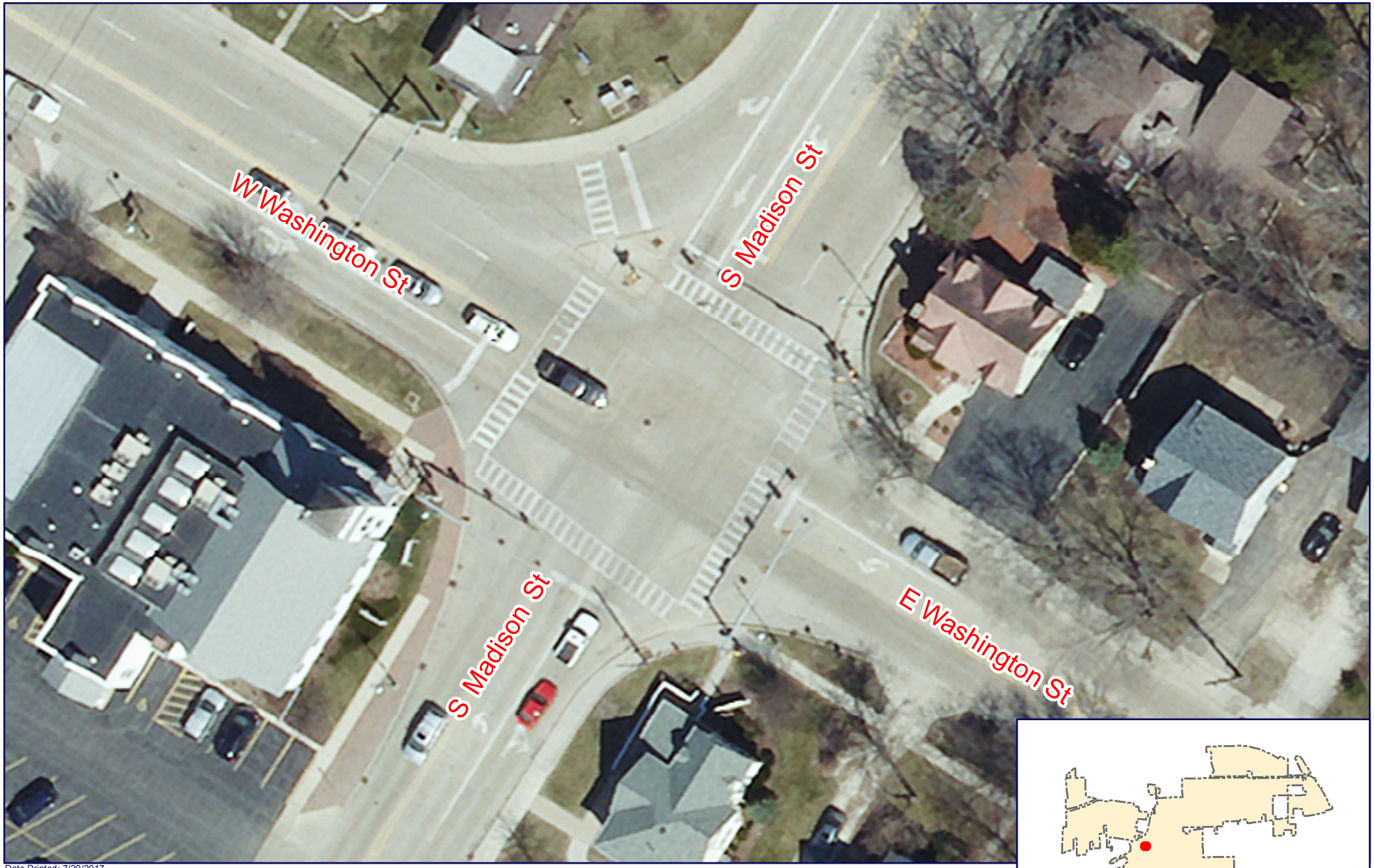


INTERSECTION OF WASHINGTON AND MADISON



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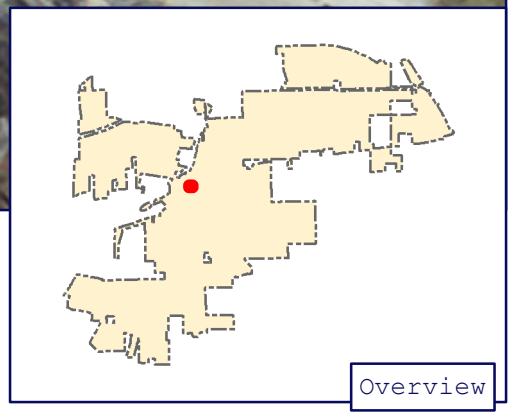
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