INVITATION TO BID

VILLAGE HALL PARKING LOT REHABILITATION PROJECT	
26-6030-08	
Issued	**April 1, 2026**
Last Date for Questions	**April 5th by 3pm**
Final Addendum Posted	**April 10th by 3pm**
Proposals Due	**April 15th by 10am**
Virtual Public Opening	**April 15th by 10am**

Bidders are advised of the following requirements of this contract:

1. Local and Illinois State rules for ADA compliance
2. 5% Bid Bond required with the bid submittal
3. Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply

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

Contact with anyone other than the proposal contact listed above for matters relative to this solicitation during the solicitation process is prohibited.

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LEGAL NOTICE

INVITATION TO BID VILLAGE HALL PARKING LOT REHABILITATION PROJECT

The Village of Oswego will be accepting sealed bids for the ITB Village Hall Parking Lot Rehabilitation Project until April 15, 2026, 10:00 am local time. Bids will be virtually opened and read aloud publicly on the same day and time by going to bids.oswegoil.org.

Project Title: VILLAGE HALL PARKING LOT REHABILITATION PROJECT

Proposal Number: 26-6030-08

Bids must be submitted electronically. All necessary documents are available through the Village's bid portal www.demandstar.com. Downloading documents and submitting Bids requires registration with "DemandStar" (also known as Euna Openbids). If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to www.demandstar.com/register.rsp. Instructions for DemandStar can be found on the Village's website www.oswegoil.org. Hard copy, emailed or faxed Bids will not be accepted.

Infrequent or first-time users of electronic bidding are recommended to load their Bids 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date not including weekends or federal holidays to: bids@oswegoil.org. All answers will be provided within 24 hours regarding technical issues within DemandStar.

Bidders are advised of the following requirements of this contract:

1. Local and state rules for ADA compliance
2. 5% Bid Bond required with the bid submittal
3. Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to bids@oswegoil.org until April 5th at 3:00 PM local time. Responses will be posted on DemandStar by April 10th at 3:00 PM local time.

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

INSTRUCTIONS TO BIDDERS

I. PREPARATION AND SUBMISSION OF BIDS

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.

A. Each Bidder must submit a complete Bid package, including the following item
   1. Detailed Exception Sheet
   2. Subcontractor Listing
   3. References
   4. Signed Contractor Bid Agreement
   5. Signed Contract
   6. Signed Bid Cost Sheet Attestation
   7. Signed Addendum(s)
   8. W-9

B. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.

C. Bidders may withdraw their Bid either personally or by written request at any time before the hour set for the Bid opening and may resubmit it. No Bid may be withdrawn or modified after the Bid opening except where the award of the contract has been delayed for a period of more than sixty (60) days.

D. In submitting this Bid, the Bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the Bid is made without collusion with any other person, firm or corporation.

E. The Bidder further declares that they have 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.

F. 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.

G. The Bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.

H. 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.

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

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

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

L. By submitting a Bid, the Bidder understands and agrees that, if their Bid is accepted, and they fail to enter into a contract forthwith, they shall be liable to the Village for any damages the Village may thereby suffer.

M. No Bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that they have the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

II. ADDITIONAL INFORMATION REQUEST

Questions regarding this Bid and specific questions regarding the specifications in this Bid can be emailed to bids@oswegoil.org. Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of, and the Village will reject all claims related thereto.

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

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

III. 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 is included in the price of each unit the cost of delivery (FOB Destination).
C. The Village shall reserve the right to add or to deduct from the Alternate Bid any item at the prices indicated in the itemization of the Bid.
D. All Bids shall be good for sixty (60) days from the date of the Bid opening.
E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages

IV. AWARD

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

B. The Village has the sole discretion to award the alternate bid based upon the best interest of the Village.
C. All awards made in accordance with the Village code are final determinations.
D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
E. In addition to price, the Village may consider:
    1. Ability, capacity, and skill to fulfill the contract as specified.
    2. Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
    3. Character, integrity, reputation, judgment, experience, and efficiency.
    4. Quality of performance on previous contracts.
    5. Previous and existing compliance with laws and ordinances relating to the contract.
    6. Sufficiency of financial resources.
    7. Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
    8. Ability to provide future maintenance and service under the contract.
    9. Number and scope of conditions attached to the Bid /bid.
    10. Record of payments for taxes, licenses or other monies due to the Village.

V. REJECTION

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

VI. 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.

VII. NON-DISCRIMINATION

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

VIII. EXECUTION OF DOCUMENTS:

The Bidder, in signing the Bid on the whole or any portion of the work, shall conform to the following requirements:

A. Bids signed by an individual other than the individual represented in the bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
B. Bids that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the Bid, executed by the partners.
C. Bids that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
D. If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If

the Bid is signed for by a limited liability company, it should have the correct legal name and be signed by the managing member or another person with authority.

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

(GENERAL CONDITIONS PAGE FOLLOWS)

GENERAL CONDITIONS

I. CONTRACTOR QUALIFICATIONS

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

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

II. WORK SCHEDULE

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

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

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

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

All work shall be performed during the authorized times the Village Representative specifies. The contractor is responsible for scheduling appointments in advance with the project manager.

III. METHOD OF ASSIGNMENT

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

IV. SUBLETTING

No contract awarded shall be assignable or sublet by the successful bidder without the written consent of the village administrator or their designee. In no event shall a contract or any part thereof be assigned or sublet to a bidder who had been declared not to be a responsible bidder in consideration of bids submitted in response to an invitation for bids for the particular contract.

V. EQUIPMENT

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

VI. DELIVERY OF MATERIALS

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

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

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

VII. BID BOND

Unless specifically waived, each bid shall be accompanied by a bid security in an amount of five percent (5%), or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier's check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the Village if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.

The bid bond must be uploaded with the bid documents through the DemandStar (also known as Euna OpenBids) portal and the original must be mailed to:

Village of Oswego,
Attn. Madeleine Upham, Bid Bond
100 Parkers Mill,
Oswego, Il 60543.

VIII. VILLAGE REGULATED PERMITS

Upon award, the Contractor shall be responsible for completing any necessary Village regulated permit paperwork and agrees to submit the paperwork to the Village representative prior to

receiving the Notice to Proceed for the Project. The Village will waive any fees associated with the permit.

IX. DECISIONS AND EXPLANATIONS BY THE VILLAGE

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

(DETAILED EXCEPTION SHEET FOLLOWS)

DETAILED EXCEPTION SHEET

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

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

Contractor's exceptions are:

SUBCONTRACTORS LIST

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

SUBCONTRACTOR 1

Business Name	
Address	*City, State, Zip Code*
Contact Person	*Contact number*
Nature of Work	*$* *Value of Work*

SUBCONTRACTOR 2

Business Name	
Address	*City, State, Zip Code*
Contact Person	*Contact number*
Nature of Work	*$* *Value of Work*

SUBCONTRACTOR 3

Business Name	
Address	*City, State, Zip Code*
Contact Person	*Contact number*
Nature of Work	*$* *Value of Work*

REFERENCES

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

REFERENCE 1

Business Name	
Address	*City, State, Zip Code*
Contact Person	*Contact number*
Dates of Service	*Nature of Work*

REFERENCE 2

Business Name	
Address	*City, State, Zip Code*
Contact Person	*Contact number*
Dates of Service	*Nature of Work*

REFERENCE 3

Business Name	
Address	*City, State, Zip Code*
Contact Person	*Contact number*
Dates of Service	*Nature of Work*

CONTRACTOR BID AGREEMENT

To: Village of Oswego
100 Parkers Mill
Oswego, IL 60543

PROJECT NAME: VILLAGE HALL PARKING LOT REHABILITATION PROJECT
PROJECT NUMBER: 26-6030-08

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

By signing and submitting this contractor bid agreement, the bidder certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and

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.

Business Name	
Address	*City, State, Zip Code*
Contact Number	*Contact Email*
Printed Name of Authorized Representative	*Title*
Signature of Authorized Representative	*Date*

CONTRACT

This contract is entered into this _____ day of _____ 2026, by and between the Village of Oswego (Village) and _____(Contractor).

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

I. DEFINITIONS:

The definitions set forth in the Bid Packet are incorporated herein.

II. CONDITIONS:

The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigations and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.

III. RETAINAGE DURING THE GUARANTEE PERIOD:

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

IV. BILLING/INVOICING:

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

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

A. Withhold payment
B. Consider all or any part of this contract breached and terminate the Contractor, or
C. May hire another Contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.

D. Any demand for performance shall be specifically delivered to the Contractor by personal delivery, certified or registered mail.

The Contractor agrees to maintain accurate and complete payroll records for all employees engaged in the performance of work under this contract. Upon written request from the Village or its designated representative, the Contractor shall provide certified payroll reports that detail the hours worked, wages paid, and any applicable benefits for each employee. These reports must comply with all relevant federal, state, and local regulations and must be submitted within seven (7) days of the request. Failure to provide the requested certified payroll reports may result in withholding of payment or other remedies as specified in this contract.

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

V. INSURANCE AND BOND REQUIREMENTS:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1. The Contractor shall maintain limits no less than the following:
    - A. Commercial General Liability
        - i. Bodily Injury and property damage combined: $1,000,000 Single limit per occurrence
        - ii. Personal Injury: $1,000,000 per occurrence
        - iii. Including Contractual Liability – Broad Form and Products and Completed operations: $2,000,000 General Aggregate
        - iv. Coverage shall be on an occurrence basis. Claims made coverage is not acceptable.
        - v. The Village of Oswego shall be included as Additional Insured on a primary and non-contributory basis.
        - vi. An Excess or Umbrella Liability policy may be used in conjunction with primary coverage limits to meet the minimum limits requirements.
    - B. Business Automobile Liability
        - i. Bodily Injury and property damage: $1,000,000
        - ii. General Aggregate: $2,000,000
            1. Auto coverage should include: Any Auto including owned, non-owned, hired, or rented vehicles.
            2. The Village of Oswego shall be included as Additional Insured on a primary and non-contributory basis.
    - C. Workers' Compensation and Occupational Diseases
        - i. Workers' Compensation: Statutory Limits

ii. Employer's Liability
    1. $1,000,000 each accident
    2. $1,000,000 disease, per employee
    3. $1,000,000 disease, policy limit
iii. The insurer shall agree to waive all rights of subrogation against the Village of Oswego its officers, officials, employees, agents and volunteers for losses arising from work performed by Contractor for the Village.

D. Excess or Umbrella Liability
    i. The required coverages may be in combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over the underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
    ii. The policy should be written on an occurrence basis. A claims-made policy is not acceptable.
    iii. The Village of Oswego should be listed as an Additional Insured, on a primary and non-contributory basis by original endorsement.

E. Professional Liability
    i. Contractor shall maintain Professional Liability covering Contractor against all sums that Contractor may be obligated to pay on account of any liability arising out of the contract including indemnification and defense for injury or damage arising out of the acts, error, or omissions in providing professional service.
        1. $2,000,000 per Wrongful Act or Occurrence
        2. $4,000,000 Annual Aggregate
    ii. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplement extended reporting period coverage for a period of not less than years.

F. Builders Risk/Installation Floater
    i. During the term of this contract, Contractor shall maintain in force, at its own expense, Builder's Risk/ Installation Floater covering labor, materials and equipment to be used for completion of the work performed under this contract against all risks of direct physical loss including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis

G. Owners Contractors Protection Liability (OCP)
    i. $1,000,000 combined single limit

2. Deductibles and Self-Insured Retentions
    A. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or

eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

3. Contractors' Obligations
   A. The Contractor shall have the following obligations with regard to required insurance under the Contract:
      i. The insurance policies required under this Contract, including excess or umbrella liability policies, shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor.
      ii. General liability coverage additional insured status shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Forms:
         1. CG 20 01 04 13 Primary and Noncontributory – Other Insurance Condition
         2. CG 20 10 04 13: Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization
         3. CG 20 37 04 13 (may need CG 20 10 or CG 20 26) Additional Insured – Owners, Lessees or Contractors – Completed Operations
         4. CG 20 33 04 13 Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement
         5. CG 20 26 04 13 Designated Person or Organization
   B. The Contractor shall provide evidence of the required insurance coverages under this Contract by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
   C. The Contractor shall provide immediate notice to the Village upon the cancelation of any insurance policy or policies required hereunder.
   D. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf and shall be provided by Endorsement CG 20 01 04 13. If the Village has other applicable insurance

coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Contract, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.

E. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Contract to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Contract, including waivers of subrogation in favor of the Village.
F. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
    i. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
    ii. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
G. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
H. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
I. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
J. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
K. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of

Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.

VI. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless, individually and collectively, the Village of Oswego, its officers, officials, agents and employees, against injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses (including attorney's fees), which may in anywise accrue against the Village of Oswego, its officers, officials, agents and employees, arising in whole or in part or in consequence of the Contractor or which may in anywise result therefore, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, Village, its officers, officials, agents and employees except to the extent caused by the sole legal cause of the Village of Oswego, its officers, officials, agents or employees. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Oswego its officers, officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Nothing set forth in this Contract shall be deemed a waiver by the Village of Oswego of any defenses or immunities relating to any person or entity or their property, that are or would be otherwise available to the Village or its Representatives under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Oswego, its officials, employees and agents as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Oswego may be retained by the Village of Oswego to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Oswego.

VII. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Contract, the Village of Oswego's total cumulative liability for any and all claims, losses, costs, or damages, including attorneys' fees and litigation costs, whether arising in contract, tort, or otherwise, shall not exceed fifty percent (50%) of the total contract value.

In no event shall the Village of Oswego be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of business opportunities, or any other economic losses, arising out of or relating to this Contract, even if the Village has been advised of the possibility of such damages.

The limitation of liability specified herein shall apply to any and all claims arising under this Contract, including but not limited to breach of contract, negligence, strict liability, misrepresentation, or any other legal theory.

The provisions of this section shall survive the termination or expiration of this Contract, regardless of the cause of such termination or expiration.

VIII. FORCE MAJUERE

Whenever a period of time is provided for in this Contract 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 Contract; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

IX. CONTRACT TERM

The contract shall begin upon contract approval and terminate upon completion of work and final acceptance by the Village.

X. CHANGE ORDERS

After a contract is awarded pursuant to the purchasing requirements, 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. All change orders shall be in writing and approved as set forth in this section.

A. If a change order for any public works contract authorizes or necessitates any increase in the contract price that is 50 percent or more of the original contract price; or
B. That authorizes or necessitates any increase in the price of a subcontract under the contract that is 50 percent or more of the original subcontract price, then the portion of

the contract that is covered by the change order must be resubmitted for bidding in accordance to purchasing requirements per the Public Works Contract Change Order Act (50 ILCS 525/5); or

C. Change orders not requiring re-bidding and which are in excess of $10,000.00 and up to $25,000.00 may be approved by the village administrator only upon a written determination that
    a. the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or
    b. the change is germane to the original contract as signed, or
    c. the change order is in the best interest of the village and is authorized by law.
D. Change orders not requiring re-bidding and which are in excess of $25,000.00, or provide for an extension of time to complete the contract by a total of 30 days or more, may be approved by the village board only upon a written determination that:
    a. the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
    b. the change is germane to the original contract as signed; or
    c. the change order is in the best interest of the village and is authorized by law, (720 ILCS 5/33E-9).

XI. 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.

XII. 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 Villager Administrator or their designee in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract

shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

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

XIII. ASSIGNMENT

Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Contract without the prior written consent of the other party

XIV. BID BOND

In addition to the five percent (5%) Bid Bond set forth above, the Contractor must furnish and pay satisfactorily any other security required by law or by the specifications for this particular project. Upon completion of the project and acceptance by the Village, the Village will return the Bid Bond to the Contractor.

XV. COMPLIANCE WITH LAWS AND REGULATIONS

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.

XVI. GOVERNING LAW

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.

XVII. 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.

XVIII. 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.

XIX. LIQUIDATED DAMAGES

Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of $500.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.

XX. REMEDIES

Should a breach of this Contract occur, the following remedies may apply:

A. The Village shall provide written notice of the breach to the Contractor, who shall have thirty (30) days to remedy the breach.
B. If the breach is not cured within this period, the Village may pursue further remedies as outlined herein.

XXI. TERMINATION

The Village shall have the right at any time (without 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 Contract shall automatically terminate immediately after the 31st day.

A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

XXII. PREVAILING WAGE AND DAVIS BACON ACT

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

If applicable to this contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. § 5.1.

XXIII. PIGGYBACKING CLAUSE

This contract may be used to purchase supplies, equipment or perform any work on facilities or properties under the jurisdiction of the Village of Oswego including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs and improvements to Village sites. This Contract may also be used as a joint purchase Contract between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.

XXIV. ADDITIONAL CERTIFICATIONS

The Contractor hereby**:**

A. Certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and

B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; and

C. States that is has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request; and

D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and

E. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and

F. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than $5,000 or for individuals only when greater than $5,000); and

G. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

H. Agrees to comply with the Federal Lobbying Restrictions (31 U.S.C 1352) where applicable. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the Village the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

XXV. MISCELLANEOUS

a. **Amendment.** This Agreement, and the exhibits/attachments attached hereto, may be amended only by the mutual consent of the Parties, by adoption of a resolution by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

b. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable.

c. **No Waiver.** The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, on any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

d. **Entire Agreement.** This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

(SIGNATURE PAGE FOLLOWS)

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

By: _____
Village President

Attest: _____
Village Clerk

CONTRACTOR

By: _____
Signature

_____
Print Name and Title

Attest: _____
Witness

ATTACHMENT A: PLANS

ATTACHMENT B: SPECIFICATIONS

ATTACHMENT C: COST SHEET