



NOTICE AND AGENDA

**NOTICE IS HEREBY GIVEN
THAT A REGULAR VILLAGE BOARD MEETING**

WILL BE HELD ON

February 04, 2020

7:00 PM

Location: Oswego Village Hall

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG OF
THE UNITED STATES OF AMERICA**

B. ROLL CALL

**C. CONSIDERATION OF AND POSSIBLE ACTIONS ON ANY REQUESTS
FOR ELECTRONIC PARTICIPATION IN MEETING**

D. RECOGNITIONS/APPOINTMENTS

D.1. Employee Service Awards

a. Cathleen Nevara- 15 Years of Service (Police Department)

D.2. Proclamation- 100th Anniversary of the The League of Woman Voters

Posted: _____
Date: _____
Time: _____
Place: _____
Initials: _____

Tina Touchette
Village Clerk

[100th Anniversary League of Women Voters 2020.doc](#)

D.3. Character Counts Awards

[Character Counts Awards Summary 2-4-20.pdf](#)

E. PUBLIC FORUM

F. STAFF REPORTS

G. CONSENT AGENDA

G.1. January 14, 2020 Committee of the Whole Minutes

[1-14-20 COTW.docx](#)

G.2. January 14, 2020 Regular Village Board Minutes

[1-14-20 RegVB.docx](#)

G.3. Ordinance Amending Title 3 Chapter 7; Increase Class "G" Liquor License for Oswegoland Park District/Fox Bend Golf Course Located at 3516 US Highway 34, Unit A.

[Memo-Fox Bend Golf Course Increase Class G Liquor License.docx](#)
[20- Oswegoland Park District Fox Bend Golf Course Increase Class G Liquor License.docx](#)

G.4. 2020 Road Maintenance Project:

- a) Rescinding of Resolutions 19-R-88 and 19-R-89
- b) Approval of a Resolution for Maintenance Under the Illinois Highway Code in the Amount of \$600,000 for FY20 for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds.

[020420.pbot_2020_MFT_AuthorizationDDSRRev.docx](#)
[20-R- Rescinding IDOT MFT Resolutions.docx](#)
[RESCINDED BLR 2020 19-R-88.pdf](#)
[Rescinded 19-R-89.pdf](#)
[BLR 2021 REVISED.pdf](#)

G.5. Resolution Authorizing a Contract with Copenhaver Construction, Inc. for the Stonehill Road Lift Station Decommission and Sanitary Sewer Extension project in an Amount Not to Exceed \$123,000.

[StoneHillList Station Decommission memo_020420.docx](#)

[Resolution 20-R- Stonehill Road Lift Station Decommission and Sanitary Sewer Extension 01292020 \(002\).docx](#)
[Exhibit A - Stonehill Road Lift Station Decommission and Sanitary Sewer Extension Contract - Copenhagen Construction 01212020.pdf](#)
[Bid Tab - Alternate 1.pdf](#)
[Bid Tab -Alternate 2.pdf](#)
[HR Green Recommendations.pdf](#)

G.6. Ordinance Amending Title 3 Chapter 33; Mobile Food Vendors.

[Memo-Mobile Food Vendors Code Amendment.docx](#)
[20- Mobile Food Vendors Code Amendment.docx](#)

H. BILL LIST

H.1. Approve Bill List Dated February 4, 2020 in the Amount of \$897,335.92.

[2-4-20 Bill List.pdf](#)

I. OLD BUSINESS

J. NEW BUSINESS

J.1. Resolution Approving an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning (CMAP) to Update the Village's Zoning Ordinance and Subdivision Regulations to Create a Unified Development Ordinance.

[CMAP Unified Development Code AgreementDDSDoc.docx](#)
[Resolution \(1\).docx](#)
[CMAP Exhibit A Intergovernmental Agreement Redacted.pdf](#)

J.2. Resolution Authorizing the Execution of an Agreement Frank Marshall Electric, Aurora, IL, for the Well 6 & 8 Electrical Upgrade Project Construction Phase in the Amount Not To Exceed \$302,170.00

[Agenda Item Well 6 8 Electrical Upgrades Construction rev 1DDSDoc.docx](#)
[VOO Bid Tab - Well 6 8 Electrical Remodeling 01282020.pdf](#)
[Resolution 20-R- Well 6 8 Electrical Upgrades Contractor.docx](#)
[Exhibit A - Well 6 & 8 Contract.pdf](#)

K. PRESIDENT'S REPORT

L. TRUSTEE REPORTS

M. CLOSED SESSION

- M.1. a. Pending and Probable Litigation [5 ILCS 120/2(c)(11)]
- b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Personnel [5 ILCS 120/2(c)(1)]
- c. Collective Bargaining, Collective Negotiating Matters, Deliberations Concerning Salary Schedules [5 ILCS 120/2(c)(2)]
- d. Sale, Lease, and/or Acquisition of Property [5 ILCS 120/2(c)(5) & (6)]
- e. Security Procedures and the Use of Personnel and Equipment to Respond to an Actual, Threatened, or a Reasonably Potential Danger to the Safety of Employees, Staff, the Public, or Public Property [5 ILCS 120/2(c)(8)]

N. POSSIBLE ACTION OF CLOSED SESSION ITEMS INCLUDING:

O. ADJOURNMENT

Proclamation

The Village of Oswego, Illinois
Founded in 1833

100th Anniversary of The League of Woman Voters

WHEREAS, on February 14, 1920, the League of Women Voters (“League”) was formed at the Congress Hotel in Chicago, Illinois; and

WHEREAS, the League was formed six months prior to, but in anticipation of, ratification of the 19th Amendment giving women the right to vote in the United States; and

WHEREAS, the League was a political experiment designed to help 20 million women carry out their new responsibilities as voters by educating them about issues; and

WHEREAS, from the beginning the League determined that it would be nonpartisan, neither supporting nor opposing any political party or individual candidate; and

WHEREAS, the League continues today as a nonpartisan political organization that encourages informed and active participation in government, works to increase understanding of major public policy issues, and influences public policy through education and advocacy; and

WHEREAS, today the League is composed of members in over 700 local, county, and state leagues in all 50 states plus the District of Columbia, the Virgin Islands, and Hong Kong; and

WHEREAS among those state Leagues is the League of Women Voters of Illinois that was incorporated on March 22, 1920 and in turn is composed of over 40 local Leagues with almost 4,000 members; and

WHEREAS, among those local Leagues in Illinois is the Aurora Area chapter that was recognized on July 25, 2019, and in turn is composed of 28 members; and

WHEREAS, members of the League first study and then take action on a broad range of issues after reaching consensus on positions; and

WHEREAS, Leagues at all levels, among other activities, register voters, educate voters by holding candidate forums and publishing voter guides, publish public policy research, and hold meetings on key issues; and

WHEREAS, the League is a civic organization that has fought since 1920 to improve government and engage everyone in the decisions that impact their lives; and

WHEREAS, the League will celebrate its 100th anniversary on February 14, 2020.

NOW, THEREFORE, I Troy Parlier, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby proclaim **February 14, 2020** as a date to celebrate the League of Women Voters and its vision of a democracy where every person has the desire, the right, the knowledge, and the confidence to participate.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 4th day of February 2020.

Troy Parlier, Village President

Tina Touchette, Village Clerk



The Village of Oswego is pleased to announce this quarter's Character Counts Award winners!

These awards are presented to Youth, Teens, Adults and Organizations that have exhibited and/ or best exemplify one of the six pillars of Character – Trustworthiness, Respect, Responsibility, Fairness, Caring and Citizenship. They are recognized tonight for making our community a better place to live.

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
January 14, 2020**

CALL TO ORDER

President Troy Parlier called the meeting to order at 6:01 p.m.

ROLL CALL

Physically Present: President Troy Parlier and Trustees James Marter, Terry Olson, Pam Parr, Luis Perez, Judy Sollinger and Brian Thomas.

Staff Present: Dan Di Santo, Village Administrator; Tina Touchette, Village Clerk; Jeff Burgner, Police Chief; Susan Quasney, Village Engineer; Rod Zenner, Community Development Director; Jenette Sturges, Community Engagement Coordinator, Marketing; Joe Renzetti, IT/GIS Manager; Jay Hoover, Building & Zoning Manager; Carri Parker, Purchasing Manager; Corinna Cole, Economic Development Director; Steve Raasch, Facilities Manager; Karl Ottosen, Village Attorney; and Ryan Morton, Village Attorney.

CONSIDERATION OF AND POSSIBLE ACTIONS ON-ANY REQUESTS FOR ELECTRONIC PARTICIPATION IN MEETING

There was no one requested to electronically participate.

PUBLIC FORUM

Public Forum was opened at 6:01 p.m.

David Edelman addressed the Board regarding the entertainment venue by the Park & Ride. The acquisition of Alexander Lumber objective was to payback the Village from the sale of the old Police Department; payback appears to be going to the amphitheater; project is not a bad idea; not following obligation to payback; money is not going to critical needs; what is the funding stream; not going through the RFP process; first time that he has heard of this type of project through the Village; how are other communities paying for these types of projects; who maintains the property; what are the rates and fees; reallocation of priorities and staff; Village has other important needs; timeline seems fast; don't recall any input from the community; supportive of these types of projects; transparency issues with funding. He thanked the Board for their service to the community.

There was no one else who requested to speak; the Public Forum was closed at 6:08 p.m.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

F.1. Discuss the Plan to Design, Construct and Operate the Future Entertainment Venue Site

Administrator Di Santo addressed the Board regarding the entertainment venue plan.

Background

On October 1, 2019, the Village Board accepted the donation of Lot 7 in Oswego Junction Phase 2 from local developer Kevin Fialko. Per the agreement, the Village agreed to develop "a venue for outdoor live performance and music entertainment and events to be enjoyed by the general public" within 3 years. Three-year window started on October 1, 2019. On December 5, 2019, the Village closed on the property. Staff is seeking direction from the Village Board on how to proceed with developing the entertainment venue.

Property

- Approximately 3 acres
- Adjacent to future Metra station owned by the Village
- Adjacent to 299-space parking lot owned by the Village

Capacity Estimating

Staff looked at numerous communities. Most were on 3 acres.

- Crowd sizes vary on density
 - 2.5 sf/person for "mosh" pit
 - 4.5 sf/person for elbow-to-elbow
 - 10 sf/ person for a light crowd
 - 16 sf/person if everyone is sitting on blankets
- Using 1.5 acres of crowd space, the site can accommodate 4,000-10,000+ people

Parking

- Parking is the biggest challenge
- At three people per parking space, the existing 299-space lot can accommodate 897 people
- Adding the 1,769 future parking lot to the north of the tracks, another 5,307 people can be accommodated for 6,204 in total
- Shared parking arrangements can also be made with nearby property owners and by using shuttle services

Design Goal

- Minimum Design Standards
 - Covered performance stage
 - Parklike setting
 - Permanent public restrooms
 - Site lighting plan
 - Site signage plan
 - Trash enclosure/ receptacles
 - Loading path/ area
 - Stage sound/lighting equipment
 - Food truck location plan
 - Re-grading site and pathways
 - Electrical hook-ups
- Premium Design Standards; can add these if under budget or the Village receives a donation
 - Permanent seating
 - Restrooms for performers
 - Dressing rooms for performers
 - Wing walls on the stage
 - Attached storage
 - Emergency generator
 - Walking path around the pond
 - Permanent fencing
 - Permanent concessions
 - Playground
 - Memorial Wall

Project Budget

- Not budgeted in FY20 budget
- FY21 budget currently being assembled
- Minimum standards could be accomplished with \$750,000-1 million
- Premium cannot be accommodated
- Potential Funding Sources:
 - Sale of Old Police Station (\$800,000); \$750,000 after commission is paid out

- State Capital Bill Funds (\$265,000)
- Grants
- Fundraising/Sponsorships

Project Timeline

For construction to be complete in 2020, the proposed timeline should be followed:

- February 2020: Architect/Engineer Contract
- March 5, 2020: PZC Public Hearing
- May 15, 2020: Design Complete
- June 16, 2020: Construction Contract Award
- July 1, 2020: Construction Begins
- October 31, 2020: Construction Complete

Design Teams

- Steering Team
 - Troy Parlier, Village President
 - Dan Di Santo, Village Administrator
 - Jeff Burgner, Chief of Police
 - Jennifer Hughes, PW Director
 - Jay Hoover, Building & Zoning Manager
 - Steve Raasch, Facilities Manager
 - Carri Parker, Purchasing Manager
 - Natalie Zine, Planner
 - Julie Hoffman, Special Events Coordinator
- Stakeholder Team; potential users of the space
 - Village Board Member
 - School District 308
 - Oswegoland Park District
 - Oswego Fire Protection District
 - Oswego Area Chamber of Commerce
 - Cultural Arts Commission Member
 - Area Neighbors
 - Veterans Representative

Procurement Processes

- Design
 - Schoppe Design contract included on the January 14, 2020 Village Board agenda for the preliminary layout
 - ✓ Offered 30% discount on the contract
- Acoustics
 - Threshold Acoustics, LLC base contract proposed at \$12,000
 - Already did an RFP
- Architecture
 - Staff seeks direction to vet experienced and qualified firms that the Village has already done business with
 - Obtaining three quotes
- Engineering
 - Staff recommends negotiating with one of our pre-qualified firms
 - Already have an established list of engineers
- Construction requires bidding
- Will be done within the requirements of the procurement code and State code

Board and staff discussion focused on whether the minimum design standards are what the Board is looking for; consensus on process; timeline guides all; premium design examples in other communities; no return on investment; examples vary; not looking at booking and running the venue; maintaining and using by others; run as

special event permit; community amenity for community use; Village tax on larger venues; purchase of old PD; what does the Board want to see for the venue; Board has only had one discussion regarding the property; cost of the venue; always a Public Works and PD cost; Village has no money, no budget and no staff for the venue; this meeting is the first opportunity to decide anything; no direction with management company; building will be an asset used by others; costs taken on by the special event permit applicant; management and design; don't know where the funds are coming from; get feedback from schools and Park District; liking that the special event permit applicant pays; public thinks this venue is going to be free and it's not; purpose is for Metra and not unused land; not wise to build anything permanent; budget and design; how easily can it be converted; close to transportation; could be an asset; positives and negatives; Metra saw as positive and supportive of it; ok if ran like River Edge in Aurora; River Edge is having parking issues; what is the hurry on getting this built; where is the money coming from; not comfortable without talking about the budget first; not the best use of money when money is needed for an alternative water source and Wolf's Crossing; timing and funding; go slower and do it right the first time; staff member and architects have expertise in this field; losing staff by burying them in work; design goal; not knowing the costs; including items from the premium design list; potential that premium design items could be added later; premium design items catered more to the performers; talk to other districts regarding design; making sure premium items can be added later; whether it's easier and cheaper to do initially rather than later; design teams; being competitive when offering the space; fee would be minimal if helping to pay for maintenance; fee would be substantial if helping to cover the cost of the building; what the goal of the fee is; whether the Park District has an amphitheater budgeted and planned already; no reason for both to build one; staff not aware of the Park District planning a amphitheater in the next 10 years; concerns with how the Village would manage the venue; details important; no outside operations; keeping burden on staff low; potential economic growth for Orchard corridor; direction needed as it applies to the timeline; timeline too aggressive; needing to be fair and transparent through the bidding process; what the train counts on the tracks are; going out to bid.

Due to time constraints, the continuation of this item was moved to Staff Reports at the Regular Village Board meeting on January 14, 2020.

F.2. Discussion Regarding Proposed Changes to Wine on the Fox

Item was moved to Staff Reports at the January 14, 2020 Regular Village Board meeting.

CLOSED SESSION

There was no Closed Session.

ADJOURNMENT

The meeting adjourned at 7:01 p.m.

Tina Touchette
Village Clerk

**MINUTES OF A REGULAR MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
January 14, 2020**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Troy Parlier called the meeting to order at 7:08 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

Physically Present: President Troy Parlier and Trustees James Marter, Terry Olson, Pam Parr, Luis Perez, Judy Sollinger and Brian Thomas.

Staff Present: Dan Di Santo, Village Administrator; Tina Touchette, Village Clerk; Jeff Burgner, Police Chief; Susan Quasney, Village Engineer; Rod Zenner, Community Development Director; Jenette Sturges, Community Engagement Coordinator, Marketing; Joe Renzetti, IT/GIS Manager; Jay Hoover, Building & Zoning Manager; Carri Parker, Purchasing Manager; Corinna Cole, Economic Development Director; Steve Raasch, Facilities Manager; Karl Ottosen, Village Attorney; and Ryan Morton, Village Attorney.

CONSIDERATION OF AND POSSIBLE ACTIONS ON-ANY REQUESTS FOR ELECTRONIC PARTICIPATION IN MEETING

None

RECOGNITIONS/APPOINTMENTS

None

PUBLIC FORUM

Public Forum was opened at 7:09 p.m.

Janice Van Riper addressed the Board regarding the temporary downtown moratorium. She has been a business owner on Harrison St. since 1999; why is there a moratorium on her property; if she decides to sell her business, she would need to sell to another automotive business; unfair to tell her who she should be able to sell to. She asked that the Board not vote on this item.

Neal Dodd addressed the Board regarding the temporary downtown moratorium. He owns majority of the property on Harrison St.; wants to sell and move on, but can only sell to a like business; asked what a moratorium is; this is a free country; there are zoning rules in place; moratorium is wrong; he is angry and upset; realize what this moratorium is doing.

There was no one else who requested to speak; the Public Forum was closed at 7:14 p.m.

CONSENT AGENDA

- G.1. December 10, 2019 Committee of the Whole Minutes
- G.2. December 10, 2019 Regular Village Board Minutes
- G.3. December 13, 2019 Special Village Board Minutes
- G.4. Ordinance Amending Title 3 Chapter 19 of Village Code; Tobacco. **Ord. No. 20-01**
- G.5. Ordinance Amending Title 3 Chapter 2 of Village Code; Special Events. **Ord. No. 20-02**

- G.6. Resolution Authorizing a Permanent Sanitary Easement Agreement Between the Village of Oswego and Imperial Investments, LLC for 121 Main Street, Oswego IL. **Resolution No. 20-R-01**
- G.7. Resolution Repealing 19-R-90 and Adopting an Amendment to the Personnel Policy for the Village of Oswego, Kendall and Will Counties, Illinois (Drug Free Workplace) **Resolution No. 20-R-02**
- G.8. Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego. **Ord. No. 20-03**
- G.9. Brazos Electronic Citation Software Program **PULLED FOR A SEPARATE VOTE**
 - a) Resolution Authorizing an Intergovernmental Agreement Between the Village of Oswego and Kendall County Circuit Clerk (Brazos Electronic Citation Software).
 - b) Resolution Authorizing Approval for the Request for Additional Tyler/New World Product KenCom Document – Brazos Electronic Citation Software and Hardware.
- G.10. Resolution Authorizing the Execution of a 3-Year Contract with A Beep, LLC for the Joint Purchase of Police Radios, Accessories and Licenses. **Resolution No. 20-R-05**

A motion was made by Trustee Sollinger and seconded by Trustee Thomas to approve the Consent Agenda; Approving the December 10, 2019 Committee of the Whole Minutes; Approving the December 10, 2019 Regular Village Board Minutes; Approving the December 10, 2019 Special Village Board Minutes; and approving the following ordinances and resolutions:

Ordinance No. 20-01; Ordinance Amending Title 3 Chapter 19 of Village Code; Tobacco.

Ordinance No. 20-02; Ordinance Amending Title 3 Chapter 2 of Village Code; Special Events.

Ordinance No. 20-03; Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego.

Resolution No. 20-R-01; Resolution Authorizing a Permanent Sanitary Easement Agreement Between the Village of Oswego and Imperial Investments, LLC for 121 Main Street, Oswego IL.

Resolution No. 20-R-02; Resolution Repealing 19-R-90 and Adopting an Amendment to the Personnel Policy for the Village of Oswego, Kendall and Will Counties, Illinois (Drug Free Workplace)

Resolution No. 20-R-05; Resolution Authorizing the Execution of a 3-Year Contract with A Beep, LLC for the Joint Purchase of Police Radios, Accessories and Licenses.

Aye:	James Marter II	Terry Olson
	Pam Parr	Luis Perez
	Judy Sollinger	Brian Thomas

Nay: None

The motion was declared carried by an omnibus roll call vote with six (6) aye votes and zero (0) nay votes.

- G.9. Brazos Electronic Citation Software Program
 - a) Resolution Authorizing an Intergovernmental Agreement Between the Village of Oswego and Kendall County Circuit Clerk (Brazos Electronic Citation Software). **Resolution No. 20-R-03**
 - b) Resolution Authorizing Approval for the Request for Additional Tyler/New World Product KenCom Document – Brazos Electronic Citation Software and Hardware. **Resolution No. 20-R-04**

Chief Burgner addressed the Board regarding the program. In December of 2018, KenCom Dispatch Center went live with a new Computer Aided Dispatch (CAD) software from Tyler/New World. This new software now integrates with the Oswego Police Department Report Management Software

(RMS) which houses all the police reports as well as traffic citations, written warnings and traffic crash data. The software allows officers to complete most police reports, including traffic accidents, in the field via the mobile data computer located in the squad. Currently, officers must write all traffic citations, written warnings and ordinance violations and return the hard copy to the Records Division at the Oswego Police Department. Records Clerks then manually enter all the documents into the RMS; and the traffic citations are later transported to the Kendall County Circuit Clerk's Office for the circuit clerk's to manually enter the citation data into their database for court purposes.

A modification was done to the intergovernmental agreement with the Circuit Clerk. A change has been made to the annual maintenance reimbursement costs. The Brazos hosting fee is now \$1,404.00 instead of \$1,915.00. Total reimbursement for the annual maintenance from the Circuit Clerk to Oswego is now \$5,615.00.

Board and staff discussion focused on improves officer's ability to electronically issue citations and scan ID's; improves legibility; reading the tickets; Clerks won't have to manually enter; saves staff time; able to allocate to other things; information automatically sent to the Circuit Clerk; software is County wide. There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee Olson to approve a Resolution Authorizing an Intergovernmental Agreement Between the Village of Oswego and Kendall County Circuit Clerk (Brazos Electronic Citation Software) and approve a Resolution Authorizing Approval for the Request for Additional Tyler/New World Product KenCom Document – Brazos Electronic Citation Software and Hardware as amended.

Aye: James Marter II
Pam Parr
Judy Sollinger
Terry Olson
Luis Perez
Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay vote.

BILL LIST

H.1. Approve Bill List Dated January 14, 2020 in the Amount of \$3,271,467.41.

A motion was made by Trustee Parr and seconded by Trustee Olson to approve the Bill List Dated January 14, 2020 in the Amount of \$3,271,467.41.

Aye: James Marter II
Pam Parr
Judy Sollinger
Terry Olson
Luis Perez
Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

J.1. Ordinance Approving a Temporary Downtown Moratorium on Certain Uses Located on B-3 and M-1 Zoned Properties in the Downtown Core for a Period of 32-Months. **Ordinance No. 20-04**

Director Zenner addressed the Board regarding a temporary downtown moratorium. In 2015, the Village of Oswego adopted the Comprehensive Plan. The Village is currently engaged to begin work

establishing new zoning districts for the downtown to keep with the recommended zoning and uses outlined in the Comprehensive Plan. The work will be completed with the assistance from the Chicago Metropolitan Agency for Planning (CMAP) which has provided the Village with a grant to fund the drafting of an update to the Zoning Ordinance. The update will take up to two years to complete. The Downtown currently contains several zoning districts including commercial districts:

- B-1 Neighborhood Business District
- B-2 Community Shopping District
- B-3 Community Service and Wholesale District
- M-1 Limited Manufacturing District

To encourage economic growth consistent with the Comprehensive Plan, the Village is proposing a moratorium on the uses identified in the B-3 Community Service and Wholesale District and M-1 Limited Manufacturing District. Staff is of the opinion that the uses outlined in the B-3 and M-1 Zoning Districts are not in-keeping with the uses intended for the downtown area as intended in the 2015 Comprehensive Plan. Per the proposed moratorium, new uses that are allowed or permitted as a special use in the B-3 and M-1 districts would not be allowed to locate on properties zoned B-3 or M-1 within the downtown area during the proposed 32-month moratorium. The 32-months should be sufficient for the creation and adoption of new zoning designations for the downtown. If the new zoning districts are established before the end of the 32-month timeframe, then the temporary moratorium can be lifted in favor of the new zoning designations.

Existing uses currently operating within a B-3 or M-1 zoning designation would be allowed to continue. New B-1 and B-2 uses would also be allowed to locate on B-3 or M-1 zoned properties either by right or through a special use permit as outlined in the Village's Zoning Ordinance. Notice has been provided to the properties zoned B-3 and M-1 in the subject area regarding the proposed temporary moratorium. The ordinance provides a process if a property owner wishes to identify a hardship and appeal the moratorium on a specific use. The appeal request would be considered by the Planning and Zoning Commission with a final determination by the Village Board.

The Planning and Zoning Commission held a public hearing on December 5, 2019. Three speakers provided testimony during the public hearing. They expressed concerns with the moratorium and how it would affect their property values in the future. After some discussion, a motion was made to recommend approval of the Temporary Downtown Moratorium (approved 5-2). The two dissenting votes were of the opinion that the moratorium would adversely affect the current properties and that the Village should proceed with establishing the downtown zoning district process without the moratorium.

Board and staff discussion focused on agreeing with the Comprehensive Plan; don't think the moratorium is necessary; step in the wrong direction and cannot support; having control of what comes in; if M-1 business coming into an M-1 district, then no review process is needed; current block contains manufacturing and automotive repair; current uses can continue; zoning will change in the next two years; new manufacturing or automotive shops would not be allowed; uses belonging in industrial parks; would still need a certificate of occupancy and business registration if new business; leveling and constructing; trying to preserve and not add; applicant can still present through an appeal process; don't have a problem with permitted uses; special use; encouraging a Hudson Reserve type of use; could be completed in 24 months versus 32 months; correlating moratorium with stunting growth and hurting future growth; encouraging re-development of the downtown; re-writing the zoning ordinance and new zoning areas; Board can lower the moratorium.

A motion was made by Trustee Thomas to table the item until the next meeting. There was no second. Motion failed.

Continued discussion focused on needing more information about M-1 uses moving in; several companies look at locations on Route 71. There was no further discussion.

A motion was made by Trustee Marter and seconded by Trustee Parr to amend the Ordinance Approving a Temporary Downtown Moratorium on Certain Uses Located on B-3 and M-1 Zoned Properties in the Downtown Core for a Period of 24-Months.

Aye: Terry Olson Pam Parr
Nay: James Marter II Luis Perez
 Judy Sollinger Brian Thomas

The motion was declared failed by a roll call vote with two (2) aye votes and four (4) nay votes.

J.2. Ordinance Granting Certain Variations to the Village Sign Ordinance to Allow for an Electronic Messaging Board Sign at 19 W. Washington Street. **Ordinance No. 20-05**

Director Zenner addressed the Board regarding a sign variance. The American Legion Post 675 is requesting approval to allow an electronic messaging board sign in the Downtown Sign District at 19 W. Washington Street. The proposed new sign is a seven foot (7') tall monument sign with an electronic messaging board portion. The sign itself is six feet three inches (6' 3") wide by five feet five inches tall (5' 5"), or approximately thirty-three square feet (33 sf), with about two-thirds or 66% of the total sign area being the electronic messaging board. The existing American Legion sign is fourteen foot (14') tall pole sign with a changeable copy portion. The sign itself is four feet (4') wide by seven feet (7') tall, or twenty-eight square feet (28 sf), with about 45% of the total sign area being the changeable copy portion. The existing pole sign with message board is considered to be a legal-nonconforming sign in the Village of Oswego. The following table compares the existing non-conforming sign to the proposed sign:

	Existing Sign	Proposed Sign
Style	Pole Sign	Monument Sign
Height	7 feet (14 feet w/ pole)	7 feet
Width	4 feet	6 feet 3 inches
Area	28 square feet	33 square feet
% Changeable Copy	45%	66%

Based on the Village Sign Code, the following variances are required to allow for the proposed electronic messaging board sign:

1. A variance to allow for an electronic messaging sign in the Downtown Sign District.
2. A variance to allow for an electronic messaging sign that occupies more than twenty-five (25) percent of the sign area (66% proposed).
3. A variance to allow for a monument sign with a zero-foot setback in a B-2 zoning district and in the Downtown Sign District.
4. A variance to allow a monument sign that exceeds three and one-half (3 1/2) feet in height in the Downtown Sign District (7 feet proposed).
5. A variance to allow a monument sign that exceeds ten (10) square feet in area in the Downtown Sign District. (33 square feet proposed).

Staff does not believe the request for variation meets the strictest interpretation of the Standards for Variations. However, the proposed sign would create a more attractive condition than the current legal non-conforming one and would provide the necessary messaging feature desired by the American Legion organization. Staff also understands that the alleged hardship was not directly created by the petitioner and does not believe the proposed variation would be detrimental to the public welfare or surrounding properties.

Board and staff discussion focused on the sign is moved back from the sidewalk and not overlapping; advertising what the Legion does; brand new signage; state of the art; similar signage as the library; Planning & Zoning Commission recommends not having the sign message change for 20 seconds at a time; will help the Legion. There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee Marter to approve an Ordinance Granting Certain Variations to the Village Sign Ordinance to Allow for an Electronic Messaging Board Sign at 19 W. Washington Street.

Aye: James Marter II	Terry Olson
Pam Parr	Luis Perez
Judy Sollinger	Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

J.3. Ordinance Granting a Final PUD and Plat for Lot 4 of Orchard Way to Allow for the Development of a Fast Food Restaurant and a Multi-Tenant Commercial Building Located at 3439 Orchard Road, in the Village of Oswego, Kendall County, Illinois. **Ordinance No. 20-06**

Director Zenner addressed the Board regarding Lot 4 of Orchard Way. The petitioner is requesting approval of a Final PUD and Subdivision Plat to allow for the development of a one-story, 2,850 square foot restaurant (Burger King) and a one-story 8,250 square foot multi-tenant commercial building. The proposed multi-tenant building will include five (5) tenant spaces, four (4) of which are anticipated to be occupied by retail or service users and one (1) which will be designed for a fast food restaurant with a drive-through lane. Retail and restaurant use are considered permitted uses in the B-3 Community Service and Wholesale District. All future uses will be required to meet the requirements of the Zoning Ordinance. Sufficient parking, lighting, and landscaping have been provided on both lots. The petitioner also requested a subdivision of Lot 4 Orchard Way into two parcels for each of the proposed new buildings. Lot one would be approximately 1.12 acres, or 49,536 square feet. Lot 2 would be approximately 1.65 acres, or 71,857.39 square feet.

The Planning and Zoning Commission reviewed the request with at a Public Hearing on May 23, 2019; continued from May 9, 2019. The Commission recommended approval of the Final PUD and Subdivision Plat to allow for the development of a one-story restaurant and a one-story multi-tenant commercial building located on Lot 4 of Orchard Way (approved 6-0) subject to the following conditions:

- Removal of the southern wall sign for the proposed Burger King restaurant.
- Submittal of a correct Final PUD Plan and Plat.
- All signage on the multi-tenant commercial building shall comply with the village sign ordinance; rear signage is permitted but shall not exceed a height of two feet (2') and shall comply with all other wall sign regulations per the sign ordinance.

The Planning and Zoning Commission then reviewed revised plans submitted by the applicant for the same request on September 5, 2019. The Commission recommended approval of the revised Final PUD and Plat to allow for the requested changes to the development of a one-story restaurant and a one-story multi-tenant commercial building located on Lot 4 of Orchard Way (approved 6-1) subject to the following new conditions:

- The following plans were submitted and approved by staff: 1) Street and Traffic Identifier Plan 2) Final Master Signage Plan 3) Photometric Plan 4) Final Engineering.
- One of the handicap parking spaces be converted to two regular spaces.
- The western access be returned to a two-way entrance and exist with a “One Way – Do Not Enter” sign to prohibit vehicles from turning north into the site from Station Drive.
- The drive-through and bypass lane configuration be returned to the two-lane design, with no taper at the eastern stop bar.

All previous conditions set by the Planning and Zoning Commission have been addressed by the applicant in revised plans included in the proposed ordinance; with the exception of final engineering approval by staff.

Board and staff discussion focused on the dissenting vote was for parking spaces location; traffic flow; what the future of the area is. The developer was present, but the applicant was not. There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee Olson to approve an Ordinance Granting a Final PUD and Plat for Lot 4 of Orchard Way to Allow for the Development of a Fast Food Restaurant and a Multi-Tenant Commercial Building Located at 3439 Orchard Road, in the Village of Oswego, Kendall County, Illinois.

Aye:	James Marter II	Terry Olson
	Pam Parr	Luis Perez
	Judy Sollinger	Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

J.4. Resolution Authorizing an Intergovernmental Agreement Between the Village of Oswego and the Oswego Fire Protection District for Collecting DUI Blood Draws. **Resolution No. 20-R-06**

Chief Burgner addressed the Board regarding an agreement with the Fire District for blood draws for drug related DUI's. Staff engaged the Oswego Fire Protection District (OFPD) in conversations regarding the ability for their paramedics to take blood draws for DUI related cases for the police department. This procedure would be completed at the Oswego Police Department Headquarters in the holding facility. By collecting these samples at the police facility, officers would not need to take the suspect to the hospital. This will reduce the amount of time it currently takes to obtain a blood sample. The intergovernmental partnership will assist the police department in collecting important crime related evidence to assist in prosecuting DUI cases. In the proposed IGA, the police department will be responsible for purchasing and providing all necessary materials to conduct the blood draws and the police department will be responsible for maintaining the DUI blood draw kit as evidence. Police personnel will be present during all times that OFPD personnel will be in the holding facility conducting the DUI blood draws for safety and witness purposes. An intergovernmental agreement (IGA) was drafted and reviewed by the attorney for the Village and

OFPD describing the agreed expectations. Staff from the police department and OFPD will develop procedures to properly administer the IGA at a later time.

Board and staff discussion focused on kudos to Chief Veseling and the OFPD Board; who pays for the paramedics to go to court, if needed; operating under a subpoena to court; how often draws at a hospital go to court; very rare; current process is for an officer to take the subject to Copley Hospital in a squad; officer is at the mercy of what is going on in the emergency room; Copley doesn't charge for the blood draw; whether the new process would cut down on time; geared more for best evidence for the State's Attorney's Office; short window of time to take a blood draw; no DRE's; all officers taking training this month. There was no further discussion.

A motion was made by Trustee Parr and seconded by Trustee Olson to approve a Resolution Authorizing an Intergovernmental Agreement Between the Village of Oswego and the Oswego Fire Protection District for Collecting DUI Blood Draws.

Aye: James Marter II Terry Olson
Pam Parr Luis Perez
Judy Sollinger Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

J.6. Ordinance Granting a Special Use Permit to Allow for the Operation of a Cigar, Cigarette, and Tobacco Store at 267 N. Merchants Drive. (Dr. LungZzz). **Ordinance No. 20-07**

Director Zenner addressed the Board regarding a special use permit for a tobacco store. The applicant is requesting a special use permit to operate a cigar, cigarette, and tobacco store at 267 N. Merchants Drive. The property is currently a vacant tenant space in the Merchants Plaza commercial retail center. The property is surrounded by a mix of retail, service, and restaurant uses. The proposed tobacco store is consistent with the surrounding commercial uses in the area. The petitioner intends to have hours of 11:00am until 7:00pm Monday through Saturday and closed on Sunday. Shopping Centers up to 400,000 square feet floor area require 5.0 spaces / 1,000 square feet. The shopping center has provided the required parking for the proposed retail use.

Board and staff discussion focused on no retailers opposed the business; no concerns with multiple tobacco stores in the area. There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee Thomas to approve an Ordinance Granting a Special Use Permit to Allow for the Operation of a Cigar, Cigarette, and Tobacco Store at 267 N. Merchants Drive. (Dr. LungZzz).

Aye: James Marter II Terry Olson
Pam Parr Luis Perez
Judy Sollinger Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

J.7. Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #2 to the Construction Contract with H. Linden & Sons, in the Amount of \$59,460.00 for the Construction of the Reserve at Hudson Crossing Public Improvements. **Resolution No. 20-R-08**

Project Engineer, Quasney addressed the Board regarding a change order to the Reserve at Hudson Crossing. On March 5, 2019, the Village opened three bids for public improvements exclusive of the parking decks. On April 9, 2019, the Village authorized execution of a construction contract with the lowest responsible bidder, H. Linden & Sons, to construct the project for \$4,007,178.00. A change order was approved by the Village Board on October 15, 2019 in the amount of \$151,598.06; bringing the total cost of the public infrastructure improvement contract up to \$4,158,776.06. The public infrastructure work required some engineering modifications after the project was bid, resulting in additional quantities to the contract. The modifications are not due to any changes in scope of the project. Actual quantities are calculated and there will be deductions that will offset some of the additional costs. Staff estimates the current net total to be within 0.5% of the original bid price.

Board and staff discussion focused on any change orders over \$25,000 need to go the Board for approval; what the quantities are for; estimates of what staff thinks it will take; constant balancing act; staff is comfortable with the change order. There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee Perez to approve a Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #2 to the Construction Contract with H. Linden & Sons, in the Amount of \$59,460.00 for the Construction of the Reserve at Hudson Crossing Public Improvements.

Aye: Terry Olson
Luis Perez
Brian Thomas

Pam Parr
Judy Sollinger

Present: James Marter II

Nay: None

The motion was declared carried by a roll call vote with five (5) aye votes, one (1) present vote and zero (0) nay votes.

STAFF REPORTS

F.2. Discussion Regarding Proposed Changes to Wine on the Fox (carried over from the January 14, 2020 Committee of the Whole meeting).

Director Cole addressed the Board regarding the proposed changes to Wine on the Fox. Beginning in 2018, Community Relations undertook a number of changes to improve the financial sustainability, efficiency of the event and bring the event in line with the Village's branding, tourism, and overall marketing goals. Up until 2018, the event was solely an Illinois wine event. That meant that Illinois wineries brought their own product and represented themselves at their booths. In 2018, the Village moved to a hybrid model where Illinois wineries still came to the event to sell their wine, but the Village also purchased wine at wholesale prices from a distributor which represented wines from around the world. Another of the changes, negotiated at that time, was a more equitable split of the proceeds of those tickets; specifically moving the 80/20 split in favor of the wineries to a 60/40; which is comparable to the Ottawa Two Rivers festival.

There were definite benefits of the hybrid model, but it did increase the risk to the Village. One of the most significant risks was the staffing burden the event placed on the Village and its volunteer base. The distributor was able to provide some BASSET trained servers and representatives of the wineries to staff its booths, but they could not guarantee servers This caused staff to volunteer in the booths and the Village having to recruit and train many volunteers to handle ticket collection, pouring, distribution of the wine, water and ice, as well as handling the parking and gate monitoring. The Village runs a significant risk, under the hybrid model, of running short of volunteers or Village staff capable of keeping the event moving smoothly.

The Illinois wineries have expressed significant hesitation of continued participation in the event and some will not participate under the hybrid model. Because of this, and staff's interest in providing a sustainable event and supporting Illinois businesses, staff is recommending moving back to an Illinois winery only festival as the best way to maintain staff and volunteer engagement in the event and to achieve strategic marketing goals. The Village's special events professional, Julie Hoffman, has elevated the look and patron experience and Jenette Sturges has upped the marketing aspect. Staff will continue to build on the past two years and work to improve the efficiency and feel of the event. Staff is looking for feedback from the Board on moving back to the Illinois wineries.

Board and staff discussion focused on margin erosion for Illinois wineries; having diversity was competing against ourselves. Staff was directed to move forward with Illinois wineries only.

F.1. Discuss the Plan to Design, Construct and Operate the Future Entertainment Venue Site. (continued discussion carried over from the January 14, 2020 Committee of the Whole meeting)

Board and staff discussion focused on the design and acoustics contracts; design will help determine the budget; a lot of questions need to be answered; needing more information; whether the Village can get a refund; whether the Park District is doing a band shell; Schoppe Design would provide the design services; design billing would be calculated up to the amount of work done; 30 day notice if wanting to cancel the design contract; pro-rated billing; have the land for a reason; interested in information going forward; basic study; fact finding; having more meetings to address questions; keeping the Board informed; have three years to build an entertainment venue. Further discussions to take place at future Board meetings.

J.5. Resolution Authorizing the Execution of a Professional Services Agreement with Schoppe Design Associates, Inc. in the Amount of \$20,300. **Resolution No. 20-R-07**

Administrator Di Santo addressed the Board regarding an agreement for design services. The first step taken in the development of an entertainment venue is hiring a design firm. The design firm would develop a conceptual plan that lays out the site plan and orients how the site will be used. This initial plan will aid the steering team and the stakeholder team as they begin to plan the site in more detail. Then, the design firm will finalize the site design that will be presented to the Planning & Zoning Commission and will work in collaboration with the project architects and engineers to create final construction drawings.

Following the Village Board's acceptance of the donated land at Lot 7, Village President Parlier met with local design firm Schoppe Design Associates, Inc. (SDA) to discuss a possible donation of design services. SDA is a local Oswego firm with extensive experience in master planning, park development, design, construction, scheduling, cost control, and public engagement in the public and private sectors. SDA staff is familiar with the subject property, having worked on the future Metra station, current Park N' Ride facility, and provided design work on the adjacent Pine Ridge Club and Tuscany Station developments. SDA presented staff with a proposal, including a scope of services that provides development of an initial concept plan, meetings with the project steering and stakeholder teams, a final site design and presentation to the Planning & Zoning Commission, and presentations to the public and Village Board. The SDA proposal also incorporates a 30% "Community Consideration" reduction to their normal fee structure. The proposal resulted in a total fixed fee of \$20,300; a savings of \$8,700. Staff found the SDA proposal to be complete and agreed that the fixed fee amount is under the typical cost of design services of this level.

Per the Village Code, purchases of professional services such as planning and design, as well as purchases less than \$25,000, are exempt from the formal competitive bidding process. As such, it is

appropriate to present the SDA proposal to the Village Board for consideration. Staff did not engage in a more formal RFP process due to the qualifications of the local vendor, the significant offer of donated services, and in the interest of time to meet a possible 2020 construction deadline. The SDA proposal is based on a project budget of \$750,000 - \$1,000,000; should the Village Board significantly amend the budget in either direction, an adjustment to the SDA scope and fee would warrant an adjustment.

Mike Schoppe and Carrie Hansen, from SDA, were present to answer questions.

Board, staff and SDA discussion focused on contract includes meetings with the steering committee, stakeholders and the public; public meetings would be held in the Village Hall lobby as open houses; input on concepts and design; what will be gained information wise; bringing ideas together; budget numbers; vision and feel; costs; construction phase; formalized review and approval process; concepts need to be approved through a formal process; acoustical will let us know where it needs to be located; SDA will be working in tandem with the acoustical engineer; why a space needs analysis was not done; comp sites and pricing; SDA to reach out to other architects on costs; pulling data together; have seen other communities request a project be phased; what the potential can be for the site; enhancements; wants and needs; site is for an entertainment venue. There was no further discussion.

A motion was made by Trustee Marter and seconded by Trustee Sollinger to approve a Resolution Authorizing the Execution of a Professional Services Agreement with Schoppe Design Associates, Inc. in the Amount of \$20,300

Aye: James Marter II
 Pam Parr
 Brian Thomas

Terry Olson
 Judy Sollinger

Nay: Luis Perez

The motion was declared carried by a roll call vote with five (5) aye votes and one (1) nay vote.

PRESIDENT’S REPORT

Dusty Road sold Christmas trees over the holidays; a sign was left out that said “pay what you can for the trees”; this is an honor system.

Pedestrian signs with speed radars now on Washington St.

He noted the upcoming events:

LunaFest (benefit for Mutual Ground)	Feb. 8 th ; 3pm-8pm	Village Hall	Purchase tickets in advance by 2/7= \$23.91 At the door= \$28
Oswego Senior Center Valentine Dinner Dance	Feb. 8 th ; 5pm-9:30pm; buffet at 6pm	at American Legion	Purchase tickets by 2/5; \$20 each/2 for \$35
State of the Village	Feb. 19 th at 3:30pm	at Kendall 11	

TRUSTEE REPORTS

Trustee Thomas- welcome back; tough decisions could be costly for a band shell.

Trustee Sollinger- Happy New Year

Attorney Ottosen- on January 1, 2020, his law firm changed names; it is now Ottosenlaw.com; Bob Britz retired; new branding; same services.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

A motion was made by Trustee Thomas and seconded by Trustee Sollinger to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 8:51 p.m.

Tina Touchette
Village Clerk

DRAFT

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: February 4, 2020
SUBJECT: Fox Bend Golf Course.- Class “G” Liquor License

ACTION REQUESTED:

Consideration to increase a Class “G” liquor license for Fox Bend Golf Course located at 3516 US Highway 34.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
N/A	N/A	N/A

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

In license year 2018-2019, the Oswegoland Park District elected to relinquish their liquor license at Fox Bend Golf Course and contract with a tenant who applied and was approved for a liquor license that would cover all aspects of the golf course, including the restaurant, deck and tent. The Oswegoland Park District has elected to separate the golf course and pro shop from the restaurant, deck and tent areas for license year 2020-2021.

DISCUSSION:

The Oswegoland Park District has applied for a liquor license for the golf course and pro shop at Fox Bend Golf Course. They are anticipating leasing the restaurant, deck and tent areas to a tenant who would apply for a separate liquor license for alcohol service to these areas. Due to this arrangement, the Illinois Liquor Control Commission (ILCC) will not issue two liquor licenses to the same address. The ILCC has recommended that the Park District assign a suite number, floor number, or unit number to the location. (example: Unit 1 would be the golf course/pro shop; Unit 2 would be the restaurant/deck/tent).

For purposes of securing separate liquor license, the Oswegoland Park District has elected to designate the golf course and pro shop as Unit A. The restaurant tenant will be assigned Unit B. Once the Park District has contracted with a new tenant, the tenant request for a liquor license will be presented at a future Village Board meeting for consideration for approval.

President Parlier, as the Local Liquor Commissioner, has waived the fingerprint/background check requirement. The draft ordinance increases the number of Class "G" liquor licenses by one.

RECOMMENDATION:

Staff is recommending the approval of an ordinance to increase a Class "G" liquor license for Fox Bend Golf Course located at 3516 US Highway 34.

ATTACHMENTS:

- Ordinance

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 20 - __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**Alcoholic Beverages
(Oswegoland Park District/Fox Bend Golf Course, 3516 US Highway 34; Unit A, Oswego IL;
Increase Class "G" Liquor License)**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This 4th day of February 2020

Published in this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on February __, 2020.

ORDINANCE NO. 20 - __

AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

**Alcoholic Beverages
(Oswegoland Park District/Fox Bend Golf Course, 3516 US Highway 34; Unit A, Oswego IL;
Increase Class “G” Liquor License)**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, Oswegoland Park District applied for a Class “G” liquor license which authorizes the licensee to sell alcoholic liquors to its patrons and guests by the drink, for consumption on the golf course, and not for resale in any form and shall only be available for premises defined as a golf course herein which has a minimum of one hundred (100) total acres for an eighteen (18) hole or greater course, or a minimum of fifty (50) total acres for a nine (9) hole course; and

WHEREAS, all required permits and registrations shall be obtained from the Village of Oswego and a State issued liquor license shall be obtained from the Illinois Liquor Commission prior to release of the Village issued liquor license; and

WHEREAS, President Parlier, as the Local Liquor Commissioner, has waived the fingerprint/background check requirement.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS IN THE EXERCISE OF THEIR HOME RULE, STATUTORY AND OTHER POWERS, AS FOLLOWS:

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class “G” liquor licenses from zero (0) to one (1) license. That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

3-7-11: NUMBER OF LIQUOR LICENSES:

There shall be no more than eight (8) Class A licenses in effect at any one time.

There shall be no more than eighteen (18) Class B licenses in effect at any one time.

There shall be no more than eighteen (18) Class C licenses in effect at any one time.

There shall be no more than four (4) Class D licenses in effect at any one time.

There shall be no more than two (2) Class E licenses in effect at any one time.

There shall be no more than four (4) Class F licenses in effect at any one time.

There shall be no more than one (1) Class G license in effect at any one time.

There shall be no more than zero (0) Class H license in effect at any one time.

There shall be no more than zero (0) Class I license in effect at any one time.

There shall be no more than zero (0) Class J license in effect at any one time.

There shall be no more than one (1) Class K license in effect at any one time.

There shall be no more than one (1) Class L license in effect at any one time.

There shall be no more than zero (0) Class M license in effect at any one time.

There shall be no more than two (2) Class N license in effect at any one time.

There shall be no more than one (1) Class O license in effect at any one time.

There shall be no more than one (1) Class P license in effect at any one time.

Section 2: SEVERABILITY

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this pamphlet form which is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois
this 4th day of February 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will
Counties, Illinois this 4th day of February 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

DRAFT

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

Alcoholic Beverages
(Oswegoland Park District/Fox Bend Golf Course, 3516 US Highway 34; Unit A, Oswego IL; Increase Class "G" Liquor License)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 4th day of February 2020, approved by the Village President on 4th day of February 2020 and thereafter published in pamphlet form to the extent required by law.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of February 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: February 4, 2020
SUBJECT: 2020 Road Maintenance Project

ACTION REQUESTED:

2020 Road Maintenance Project:

- A) Rescinding of Resolutions 19-R-88 and 19-R-89; and
- B) Approval of a Resolution for Maintenance Under the Illinois Highway Code in the Amount of \$600,000 for FY 20 for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
12/10/2019	Village Board	Approval of a resolution authorizing the execution of a professional engineering services contract with HR Green in an amount of \$22,000 for preliminary engineering and 5% of the awarded construction contract for construction engineering
12/10/2019	Village Board	Approval of Resolution 19-R-88 for Maintenance Under the Illinois Highway Code in the Amount of \$22,000 for FY 20 for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds.
12/10/2019	Village Board	Approval of Resolution 19-R-89 for Maintenance Under the Illinois Highway Code in the Amount of \$578,000 for FY 21 for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds.

DEPARTMENT: Public Works

SUBMITTED BY: Susan Quasney, Project Engineer

FISCAL IMPACT:

Motor Fuel Tax Fund – Acct. # 2006030- 572010 - \$600,000

BACKGROUND:

The Village must pass this resolution each year prior to the expenditure of Motor Fuel Tax Funds. At the December 10, 2019 Board meeting, Resolutions R-19-88 and R-19-89 were approved for MFT funds in which the engineering would be paid for through 2019 MFT funds and construction would be paid through 2020 MFT funds. IDOT rejected this request. This resolution requests all \$600,000 to come from 2020 MFT revenues.

DISCUSSION:

At this time we are requesting spending \$600,000 of MFT funds for roadway resurfacing, with a potential second resurfacing project to follow.

Available Funds	Funding
MFT	\$600,000
Other Village	\$0
Total	\$600,000
Patching – Various Locations	
Phase 1 & 2 Engineering – 4%	\$ 22,000
Construction – Prelim. Est.	\$550,500
<u>Phase 3 Engineering – 5%</u>	<u>\$ 27,500</u>
Total	\$600,000

RECOMMENDATION:

Staff recommends the rescission of Resolutions R-19-88 and R-19-89 and the approval of a Resolution for Maintenance Under the Illinois Highway Code in the Amount of \$600,000 for FY 20 for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds.

ATTACHMENTS:

- Resolution for Maintenance Under the Illinois Highway Code - BLR 14220 Oswego 2021

RESOLUTION NO. 20 - R - ____

**RESOLUTION RESCINDING RESOLUTION NO. 19-R-88
AND RESOLUTION NO. 19-R-89**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, Resolution No. 19-R-88 and 19-R-89 were not approved by the Illinois Department of Transportation; and

WHEREAS, the Illinois Department of Transportation has requested that all funds are to come from 2020 MFT revenues instead of from the 2019 MFT fund.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. SUPPORT FOR RESCINDING

That Resolution No. 19-R-88 and 19-R-89 are hereby rescinded.

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or

unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 4th day of February 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 4th day of February 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION RESCINDING RESOLUTION NO. 19-R-88 AND
RESOLUTION NO. 19-R-89**

which Resolution was duly adopted by said Board of Trustees at a meeting held on 4th day of February 2020, and thereafter approved by the Village President on the 4th day of February 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of February 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
19 R 88	Original	20-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Oswego Illinois that there is hereby appropriated the sum of Twenty-Two Thousand Dollars and 00/100 Dollars (\$22,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/19 to 04/30/20

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Oswego shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Tina Touchette Village Clerk in and for said Village of Oswego in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees of Oswego at a meeting held on 12/10/19

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
 Department of Transportation



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
19-R-89	Original	20-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Oswego Illinois that there is hereby appropriated the sum of _____ Dollars (\$578,000.00)

Five Hundred and Seventy-Eight Thousand Dollars and 00/100----- Dollars (\$578,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/20 to 04/30/21
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Oswego shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Tina Touchette Village Clerk in and for said Village of Oswego in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Oswego at a meeting held on 12/10/19

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
 Department of Transportation
 Date



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number, Resolution Type (Original), Section Number (20-00000-00-GM)

BE IT RESOLVED, by the President and Board of Trustees of the Village of Oswego, Illinois that there is hereby appropriated the sum of

Six Hundred Thousand Dollars and 00/100----- Dollars (\$600,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/20 Beginning Date to 04/30/21 Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Oswego shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Tina Touchette, Clerk in and for said Village of Oswego, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Oswego at a meeting held on 12/10/19

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL)

Clerk Signature box

APPROVED

Regional Engineer Department of Transportation and Date boxes

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: February 4, 2020
SUBJECT: Stonehill Lift Station Decommission and Sanitary Sewer Extension Contract

ACTION REQUESTED:

Approve a Resolution Authorizing a Contract with Copenhagen Construction, Inc. of Gilberts, IL for the Stonehill Road Lift Station Decommission and Sanitary Sewer Extension project in an Amount Not to Exceed \$123,000.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
6/18/2019	Village Board	Rejected bid

DEPARTMENT: Public Works
SUBMITTED BY: Tim Zasada, Assistant Director of Public Works - Utilities

FISCAL IMPACT:

Water and Sewer Capital Fund (Acct # 5106070-574000) – Budgeted amount of \$110,000

BACKGROUND:

In June 2019, staff released this bid and received one bid for \$560,000 which was well over budget. This bid was rejected on June 18, 2019. Staff worked with consultant HR Green to determine the reasons for the increased bid and determined that unknown soil conditions for the directional bore were of concern. Soil borings were subsequently taken to determine the conditions and to reduce the cost of the project.

DISCUSSION:

Oswego currently has seven sanitary lift stations within the Village. Flow primarily passes through sanitary pipes by gravity, but pumps are used to periodically raise up the elevation. Lift station pumps require regular maintenance and monitoring. Should a pump fail, backups can occur in surrounding buildings. Minimizing the use of pumps is preferred.

The sanitary line on Woolley Road was designed and installed deep enough to accommodate gravity flow from Stonehill Road with the intention of eliminating the Stonehill Road lift station. The proposed construction involves boring a pipe underneath Woolley Road to connect the sanitary line running north on Stonehill Road to the line on the north side of Woolley Road.

RECOMMENDATION:

Staff recommends the approval of the contract with Copenhaver Construction, Inc of Gilberts, IL for the Stonehill Road Lift Station Decommission and Sanitary Sewer Extension project in an amount not to exceed \$123,000.

ATTACHMENTS:

- Resolution 20-R-__Stonhill Road Lift Station Decommission and Sanitary Sewer Extension
- Exhibit A – Copenhaver Construction Contract
- Bid Tab – Alternate 1
- Bid Tab – Alternate 2
- HR Green Recommendation

RESOLUTION NO. 20 - R - ____

**RESOLUTION AUTHORIZING A CONTRACT WITH COPENHAVER
CONSTRUCTION, INC OF GILBERTS, IL FOR THE STONEHILL ROAD LIFT
STATION DECOMMISSION AND SANITARY SEWER EXTENSION PROJECT IN AN
AMOUNT NOT TO EXCEED \$123,000.**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS,
as follows:

SECTION 1. INCORPORATION OF RECITAL

That the recitals set forth above are incorporated here by reference.

SECTION 2. SUPPORT FOR AGREEMENT

The Village President and Village Board of Trustees hereby authorize and direct the Village Administrator to execute on behalf of the Village of Oswego an agreement with Copenhaver Construction, Inc of Gilberts, IL for the Stonehill Road Lift Station Decommission and Sanitary Sewer Extension project in an Amount Not to Exceed \$123,000 substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 4th day of February 2020.

JAMES MARTER _____

LUIS PEREZ _____

TERRY OLSON _____

JUDY SOLLINGER _____

PAM PARR _____

BRIAN THOMAS _____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 4th day of February 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION AUTHORIZING A CONTRACT WITH COPENHAVER
CONSTRUCTION, INC OF GILBERTS, IL FOR THE STONEHILL ROAD LIFT
STATION DECOMMISSION AND SANITARY SEWER EXTENSION PROJECT
IN AN AMOUNT NOT TO EXCEED \$123,000.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 4th day of February 2020, and thereafter approved by the Village President on the 4th day of February 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of February 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



INVITATION TO BID

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

**BIDS DUE: TUESDAY, JANUARY 21, 2020
AT 9:00 A.M. CST**

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

Sealed bids for the Stonehill Road Lift Station Decommission and Sanitary Sewer Extension will be received at the address listed below until **Tuesday, January 21, 2020, at 9:00 a.m.** Bids will be publicly opened and read aloud at date and time listed at the location stated below. Bids not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted. All bids should be addressed to:

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

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

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

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the bid. The successful Bidder and the Village will execute a contract set forth in the bid package within fourteen (14) days from the award of the contract. The Village reserves the right to reject any or all Bids. No Bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.

Questions regarding this bid should be in writing and directed to: Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 Email: cparker@oswegoil.org.

SPECIAL PROVISIONS

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

LOCATION OF PROJECT

This project is located at the northwest intersection of Wooley Road and Stonehill Road all located within the Stonehill Business Park in the Village of Oswego, Kendall County, Illinois.

DESCRIPTION OF PROJECT

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

The project includes furnishing all labor, materials, specialty items, and equipment necessary for the construction, installation, testing, and acceptance of a sanitary sewer extension along with decommission of the existing lift station for the Village of Oswego Public Works Department. General construction of a sanitary sewer extension includes but is not limited to installation of approximately 130 lin. ft. of 10" Sanitary Sewer by Trenchless and/or Trench methods and removal/decommission of existing Lift Station for the Stonehill Business Park located in the Village.

The work also includes pavement removal and replacement, aggregate base courses, trench and trenchless excavation operations, sidewalk/bike path removal and replacement, project restoration, bypass pumping as required, filling of existing pipe, and all incidental and collateral work necessary to complete the project as shown on plans and as described herein.

SPECIAL CONDITIONS

- 1.1. The Contractor shall guarantee all materials and workmanship for a period of not less than one (1) year from the date of final acceptance by the Village.
- 1.2. Reference to Standard Specifications: The following standard specifications shall apply:
 - 1.2.1. Standard Specifications for Road and Bridge Construction, (current edition) prepared by the Illinois Department of Transportation (hereinafter referred to as “Standard Specifications”) shall govern the construction of roads, storm and sanitary sewer, concrete structures and miscellaneous items under this contract except where otherwise noted in these documents. These specifications shall also govern all traffic control and protection items.

- 1.2.2. Supplemental Specifications and Recurring Special Provisions adopted by the Illinois Department of Transportation.
- 1.2.3. Standard Specifications for Water and Sewer Main Construction in Illinois (current edition) shall govern the construction of water main and sanitary sewer installation under this contract except where otherwise noted in these documents.
- 1.2.4. Standards and Specifications for Soil Erosion and Sediment Control by IEPA, Illinois Urban Manual – A Technical Manual Designed for Urban Ecosystem Protection and Enhancement, latest revision.
- 1.2.5. U.S. Department of Transportation Manual on Uniform Traffic Control Devices (current edition) and Illinois Department of Transportation Supplemental to the National Manual on Uniform Traffic Control Devices.
- 1.2.6. Village of Oswego, Village Subdivision and Development Control Ordinance, latest revision.
- 1.3. Water Use: A contractor shall not use any fire hydrants within the Village limits. Water can be negotiated by contacting the Village Public Works Department for additional instructions, 100 Theodore Drive, Oswego, IL (630-554-3242).
- 1.4. Traffic Control and Protection: No work shall commence until traffic control devices provided by the Contractor comply with Section 700 of the IDOT Standard Specifications for Road and Bridge Construction, current edition. The Contractor shall at all times conduct the work in such a manner as to minimize obstruction to vehicular and pedestrian traffic. In no case will the Contractor obstruct entranceways into private property without first seeking Village and private property owner's approval. See additional information under STREET CLOSURES for additional direction.
- 1.5. Punchlist: The Village will prepare punch-lists of items that require correction prior to acceptance. Under extenuating circumstances, the Village may direct that certain items of work not affecting the safe opening of the roadways and sidewalks may be completed within 5 guaranteed working days allowed for clean-up and punch-list items. If all work is not accepted within that time, the Contractor will be subject to the Special Provision for Failure to Complete the Work on Time.
- 1.6. Utility Location: The Contractor must exercise extreme caution, make all necessary arrangements, and provide all services to protect existing utility lines adjacent to the work area. The Contractor shall notify J.U.L.I.E. (800-892-0123) for utility locates prior to commencing any work. He shall assume all responsibility for coordinating work with the utilities involved.
- 1.7. Permits and Bonds: The Contractor prior to the start of construction shall obtain necessary State, or County permits, as required to perform the work outlined under this contract. It shall be the Contractor's responsibility to conduct his operations in such a manner so as to comply with all provisions and conditions of the permits. The Contractor shall also provide

all necessary bonds and certificates of insurance for work on or adjacent to any State, County, Village highway or for work within their respective right-of-way. The cost of providing bonds and insurance and complying with the provisions and conditions of the permits shall be considered as included to the contract.

OTHER PERTINENT INFORMATION

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

- 1.8. Geotechnical Exploration or Soil Investigations were performed by the Village as part of the Stonehill Road Lift Station Decommission and Sanitary Sewer Extension project. The bidding contractor shall take on the sole responsibility to become familiar with local conditions that may affect cost, progress, or performance, of the Work.
See attached Geotechnical Engineering Services Report, prepared by Rubino Engineering Inc., dated on September 26, 2019.

EXISTING UTILITIES

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

COOPERATION WITH ADJACENT CONTRACTS

The intent of this provision is to inform the Contractor that adjacent contracts are scheduled during the same time period as this contract. The Contractor is required to cooperate with these adjacent contracts in accordance with Section 105.08 of the Standard Specifications and may be required to modify his staging operations in order to meet these requirements. No additional compensation will be made for delay or anticipated profits as the result of this coordination. The following contracts are anticipated to be under construction at the same time as this project:

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

PERMIT REQUIREMENTS AND RESTRICTIONS

Permits are required from the following agencies:

- Illinois Environmental Protection Agency (IEPA) – Division of Water Pollution Control
 - Application for Permit or Construction Approval – Permit Section
 - Submittal to the Agency has been completed on May 10, 2019
 - Permit Received on August 5th, 2019 – Issued on July 31, 2019
 - Permit No.: 2019-HB-64360

- Fox Metro Water Reclamation District
 - Contractor to provide 48-HR notice to Engineering Department at (630)-301-6805
 - See attached letter for additional information and instructions, dated May 13, 2019.

- Village of Oswego – Public Works Department
 - Permit Approval
 - Executed Contract Documents and Notice to Proceed

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

The Contractor shall obtain the required permit bond in the amount required by the permitting agencies. All costs for bonds as specified herein will be considered as included in the cost of the contract if applicable.

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

STREET CLOSURES

Bid Alternate #1 – The Contractor will not be allowed to close any roadway at any time. No additional compensation will be allowed to the Contractor due to this roadway restriction or requirements. District's (IDOT) standard details are to be used and are incorporated in the plans for off road operations per detail standards. Per Art. 701.18 Highway Standards 701006 will not be measured for payment and considered as included in the contract per specifications.

Bid Alternate #2 – The Contractor will be allowed to temporary close only one roadway lane at a time and for a daytime period closure only in the hours of 9 am to 4:00 pm. Construction operations requiring a roadway closure will only occur at one location (or travel lane) at a time. Once the Contractor has completed the work at the first location he will then be allowed to open that roadway lane to traffic and temporary close the other under the appropriate detour setup. No additional compensation will be allowed to the Contractor due to this roadway closure restriction. District's (IDOT) standard details are to be used and are incorporated in the plans for lane closures with flaggers per detail standards. Per Art. 701.18 Highway Standards 701006 and 701301 will not be measured for payment and considered as included in the contract per specifications.

SWEEPING/CLEANING OF THE CONSTRUCTION SITE

The Contractor shall be responsible for sweeping/cleaning streets of any debris and material that has accumulated as a result of daily construction activities in accordance with Section 107.15 of

the Standard Specifications. This work shall also include cleaning the streets of any tracking discharged from vehicles exiting the work area.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

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

All existing drainage structures are to be kept free of any debris resulting from the Contractor's construction operations. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed. Should reconstruction or adjustment of a drainage structure be required by the Village in the field, the necessary work and payment shall be in accordance with the pay items and special provisions included in this contract.

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

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

PROTECTION OF EXISTING INFRASTRUCTURE

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

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

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

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

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

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

CONSTRUCTION ACCESS

In the event the Contractor requires access via private property, he shall take the lead role in coordination with private property owners to gain permission to use private property to gain access as required to complete this work. The Village will assist the Contractor with introductions to the private property owner. The Contractor shall obtain written consent from the property owner prior to usage with a copy of the agreement provided to the Village.

The Contractor shall be responsible for the restoration of all damage to private property outside of the work zone limits shown on the plans. The Contractor shall assume all liability and protect and save harmless the Village from any damages or claims for use of private property.

DEWATERING

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

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

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

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

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

SANITARY SEWER CONTROL AND BYPASS PUMPING

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

If the Contractor utilizes a subcontractor for bypass pumping operations, the subcontractor shall have at least five years of experience in the bypass pumping industry. The bypass system shall be of adequate capacity to handle all flows, peak flow of pipe, including wet weather-related flows. If bypass pumping is utilized by the Contractor to control flows, the Contractor shall be responsible for monitoring the bypass pumping operation at all times until the work is complete. The location of pump(s), force main, discharge point, pumping rates, etc., shall be approved by the Village.

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

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

SAW CUTTING

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

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

SPECIAL PROVISIONS PER IDENTIFIED PAY ITEM

SANITARY SEWER CONNECTION

Description

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

Construction Methods

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

Measurement

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

Payment

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

EXPLORATION TRENCH (SPECIAL)

Description

This item shall consist of excavating a trench at locations designated by the Engineer for the purpose of locating existing storm, sanitary, and water lines or other underground utility facilities within the limits of the proposed improvement. The trench shall be deep enough to expose the line but not more than one foot deeper than the line/utility and the width of the trench shall be sufficient to allow proper investigation to determine if the line needs to be relocated or replaced. After the exposed line/utility has been inspected by the Engineer, the trench shall be backfilled with gradation CA 6 coarse aggregate, the cost of which shall be included in the item of EXPLORATION TRENCH (SPECIAL).

Method of Measurement

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

Basis of Payment

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

ABANDON EXISTING FORCE MAIN, FILL SEWER WITH CLSM

Description

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

Construction Methods

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

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

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

Material

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

Measurement

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

Payment

The work will be paid for at the contract unit price per foot for ABANDON EXISTING FORCE MAIN, FILL SEWER WITH CLSM, of the diameter specified, which shall include furnishing all material for CLSM, seal ends, connecting hardware, trench backfill, all excavation, trench

shoring if necessary and disposal of surplus material excavated from the trench, and all other labor and equipment necessary to complete the work as indicated in the plans.

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

Description

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

Construction Methods

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

Measurement

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

Payment

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

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

Description

This work shall consist of providing the necessary equipment, materials, and labor required for installing proposed sanitary sewer 10", PVC, SDR 21 by open trenched methods.

Bid Alternate #1 – See Sanitary Sewer Tag No. 3 and Tag No. 5 (Sheet C-06) for location of SANITARY SEWER 10", PVC, SDR 21 (TRENCHED).

Bid Alternate #2 – See Sanitary Sewer Tag No. 3 (Sheet C-06.01) for location of SANITARY SEWER 10", PVC, SDR 21 (TRENCHED).

Construction Methods

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

Measurement

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

Material

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

Payment

The work will be paid for at the contract unit price per foot for SANITARY SEWER 10", PVC, SDR 21 (TRENCHED), which shall include sanitary sewer pipe as specified, pipe plugs as requested by Fox Metro at manholes, all excavation, trench shoring if necessary and disposal of material and surplus excavated material from the trench, trench backfill, and all other labor and equipment necessary to complete the work as indicated in the plans.

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

Description

This work shall consist of excavating the bore and receiving pits, providing the necessary equipment based on method, materials based on method, and labor required for installing sanitary sewer 10", PVC, SDR 21 by trenchless methods as shown on the details in the plans.

Bid Alternate #1 – See Sanitary Sewer Tag No. 4 (Sheet C-06) for location of SANITARY SEWER 10", PVC, SDR 21 (TRENCHLESS).

Bid Alternate #2 – No trenchless construction proposed.

Construction Methods

The method used for trenchless installation of the proposed 10" sanitary sewer shall be at the Contractor's option to complete the Work as shown on the plans. Most commonly used construction methods are horizontal directional drilling (HDD), auger boring, and pipe jacking for new construction technologies and similar work. The contractor shall take on the sole responsibility to visit the site to become familiar with site conditions that may affect cost, progress, performance, and preferred method of the Work to be performed. The contractor to provide the necessary shop drawings of the preferred trenchless installation method to be used, equipment, and included materials but not limited to, restrained joint PVC, casing spacers (as required), casing pipe (as required), and casing end seals (as required).

Measurement

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

Payment

The work will be paid for at the contract unit price per foot for SANITARY SEWER 10", PVC, SDR 21 (TRENCHLESS), which shall include sanitary sewer pipe as specified, equipment based on method, materials based on method, all excavation, trench shoring if necessary and disposal of material and surplus excavated material from the trench, trench backfill, and all other labor and equipment necessary to complete the work as indicated in the plans.

GENERAL CONDITIONS

1. Contractor Qualifications

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

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

2. Work

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

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

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

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

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

3. 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.

4. 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.

5. Traffic Control and Public Safety

Direction of Operation – When traveling in lanes open to the public traffic, the Contractor’s vehicles shall always move with and not against the flow of traffic. These vehicles shall enter and leave work areas in a manner that will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated parking areas.

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

- A. Manual on Uniform Traffic Control Devices.
- B. Regulations of the Department and the Village of Oswego.
- C. Other Federal (including OSHA), State or Municipal acts, statutes, rulings, ordinances, decisions or regulations as might apply.
- D. All subsequent revisions and 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.

6. **Bid Bond**

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

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

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

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

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

8. Retainage During Guarantee Period

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

9. Billing/Invoicing

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

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

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

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

10. Construction Contracts

- A. In addition to the Bid and Performance bonds set forth above, the Bidder must furnish and pay for satisfactory any other security required by law or by the specifications for

this particular project. Upon receipt of the performance bond, the Village will return the bid bond to the Bidder.

- B. The Bidder must comply with all applicable laws prerequisite to doing business in the state.
- C. The Bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- D. The Bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
- E. The Bidder must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
- F. The Bidder must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the Purchasing Manager or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.
- G. The Bidder must provide an affidavit indicating all incomplete work under Contractor and all pending Contractors, along with a schedule of the expected completion of each such contract.

11. 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.

12. Injury to Property

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore

such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Contractor under the Contract; or the Director of Public Works may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

13. Decisions and Explanations by Village

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

14. Maintenance of Traffic

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

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

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

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

15. Schedule

Selection Process Steps	Estimated Dates
Release to the Public	Thursday, December 17, 2019
Final Date to Submit Questions	Thursday, January 10, 2020, by 12:00 p.m.
Addendum Posted (if any)	Monday, January 13, 2020, by 3:00 p.m.
Bids Due	Tuesday, January 21, 2020, at 9:00 a.m.
Village Board Contract Approval	Tuesday, February 4, 2019
Project Completion Date	April 30, 2020 (negotiable)
Contract End Date	April 30, 2021

INSTRUCTIONS TO BIDDERS

1. **Receipt of Bid:** Tuesday, January 21, 2020, at 9:00 a.m.
2. **Basis of Bid:** Sealed Bids will be received until the above noted time and date.
3. **Bid Description:** Stonehill Road Lift Station Decommission and Sanitary Sewer Extension
4. **Preparation and Submission of Bids:**
 - A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount Bid, the prices expressed in written words shall govern.
 - B. Each Bidder must complete, execute and submit with its Bid a certification that Bidder is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
 - C. **Each Bidder must submit a complete Bid package, including the following items:**
 - a) **Subcontractors List**
 - b) **References**
 - c) **Equipment List**
 - d) **Detailed Exception Sheet**
 - e) **Signed Bid Sheet**
 - f) **Signed Contractor Bid Agreement**
 - g) **Signed Contract (2 copies)**
 - h) **One (1) paper and one (1) electronic copy of the bid packet**
 - i) **Bid Bond**
 - j) **Route Lists & Work Plans**
 - D. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.
 - E. Bidders may withdraw their Bid either personally or by written request at any time before the hour set for the Bid opening and may resubmit it. No Bid may be withdrawn or modified after the Bid opening except where the award of the contract has been delayed for a period of more than thirty (30) days.
 - F. In submitting this Bid, the Bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the Bid is made without collusion with any other person, firm or corporation.
 - G. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the Bid he waives all rights to plead a misunderstanding regarding same.
 - H. The Bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
 - I. The Bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of the

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

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

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

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

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

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

7. **Award of Bid:** The Village reserves the right to reject any or all Bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the organization.
 - A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
 - B. The Village has the sole discretion to award the alternate bid based upon the best interest of the Village.
 - C. All awards made in accordance with this Code are final determinations.
 - D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
 - E. In addition to price, the Village will consider:
 - Ability, capacity, and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience, and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the Bid /bid.
 - Record of payments for taxes, licenses or other monies due to the Village.

8. **Rejection of Bids:**
 - A. The Village reserves the right to cancel invitations for Bids or requests for bids without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
 - B. The Village reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible Bidder and to make an award to the response deemed to be the most advantageous to the Village.
 - C. Any Bid not conforming to the specifications or requirements set forth by the Village in the Bid request may be rejected.
 - D. Bids may also be rejected if they are made by a Bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
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. **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 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.
 - C. 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.
 - D. If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other 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 award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such bids, quotations, or offers.

CONTRACT

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

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

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.
4. **Billing/Invoicing:** All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

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

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

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

5. **Insurance and Bond Requirements:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or other applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:

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

procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

- C. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
 - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
 - iii. The Contractor shall provide immediate notice to the Village upon the cancelation of any insurance policy or policies required hereunder.
 - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
 - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
 - vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
 1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or

2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
 - vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
 - viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
 - ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
 - x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
 - xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.
6. **Indemnification:** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.
4. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public

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

5. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$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.
6. **Contract Term:** The contract will commence upon contract fully executed and expire on April 30, 2021.
7. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
 - B. Is germane to the original contract; and
 - C. Does not exceed twenty percent (20%) of the contracted amount; and
 - D. 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 (\$25,000.00).
8. **Compliance with Laws and Regulations:** In addition to the Bid and performance bonds set forth above, the contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Bid bond to the contractor.
 - A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
 - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation

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

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

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

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

11. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

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

13. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
14. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
15. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
 - A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
16. **Piggybacking Clause:** This contract may be used to purchase supplies, equipment or perform any work on facilities or properties under the jurisdiction of the Village of Oswego including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs and improvements to Village sites. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.
17. **Additional Items:** The Village and Contractor further agree that:
 - A. Certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
 - B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
 - C. States that is has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request; and
 - D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
 - E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and

- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

CONTRACT SIGNATURES

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

Village of Oswego Administrator Date

Attest Title

Copenhaver Construction, Inc.
Printed Name of Contractor

Copenhaver Construction, Inc.
Company Name

75 Koppie Drive Gilberts, IL 60136
Address City, State, Zip Code

847-428-6696 copenhaverinc@yahoo.com
Phone Number Email Address

Ken Copenhaver President
Printed Name of Authorized Representative Title


Signature of Authorized Representative 01-21-2020
Date

SUBCONTRACTOR LISTING

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

Subcontractor No. 1

RJ Underground, Inc.	
Business Name	
5330 50th Street, Ste 200	Kenosha, WI 53144
Address	City, State, Zip Code
Richie Johnston	262/605-8933
Contact Person	Telephone Number
TBD	Directional Drilling
Value of Work	Nature of Work

Subcontractor No. 2

Mix On Site	
Business Name	
1501 Abbott Court	Buffalo Grove, IL 60089
Address	City, State, Zip Code
Marie Corns	847/815-7834
Contact Person	Telephone Number
TBD	Fill Abandoned Force Main
Value of Work	Nature of Work

Subcontractor No. 3

Business Name	
Address	City, State, Zip Code
Contact Person	Telephone Number
Value of Work	Nature of Work

If additional sheets are needed, please make copies.

REFERENCES

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

Reference No. 1

Village of Oswego

Business Name

100 Parkers Mill

Oswego, IL 60543

Address

City, State, Zip Code

Susan Quasney

630/551-2161

Contact Person

Telephone Number

Current

Oswego/Block 11 Public Improvements Project

Dates of Service

Nature of Work

Reference No. 2

City of Wheaton

Business Name

303 West Wesley Street

Wheaton, IL 60187

Address

City, State, Zip Code

Sarang Lagvanker

630-260-2067

Contact Person

Telephone Number

Current

2019 Downtown Streetscape - Phase 2 Construction

Dates of Service

Nature of Work

Reference No. 3

City of Crystal Lake

Business Name

100 West Woodstock Street

Crystal Lake, IL 60014

Address

City, State, Zip Code

Abigail Wilgreen, P.E. City Engineer

815/459-2020

Contact Person

Telephone Number

Current

Crystal Creek Culvert Removal and Replacement Project

Dates of Service

Nature of Work

If additional sheets are needed, please make copies.

EQUIPMENT LIST

Name	Make	Model	Year	Use
See Attached Equipment List				

BID ALTERNATE #1 SHEET

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

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

ITEM NO.	PAY ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL
1.1	TRENCH BACKFILL	CU YD	20	\$ 70.00	\$ 1,400.00
1.2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	204	\$ 5.00	\$ 1,020.00
1.3	SEEDING, CLASS 1A	ACRE	0.10	\$ 15,000.00	\$ 1,500.00
1.4	NITROGEN FERTILIZER NUTRIENT	POUND	9	\$ 1.00	\$ 9.00
1.5	PHOSPHORUS FERTILIZER NUTRIENT	POUND	9	\$ 1.00	\$ 9.00
1.6	POTASSIUM FERTILIZER NUTRIENT	POUND	9	\$ 1.00	\$ 9.00
1.7	MULCH, METHOD 2	ACRE	0.10	\$ 10,000.00	\$ 1,000.00
1.8	PERIMETER EROSION BARRIER	FOOT	190	\$ 4.00	\$ 760.00
1.9	INLET AND PIPE PROTECTION	EACH	2	\$ 100.00	\$ 200.00
1.10	PAVEMENT REMOVAL	SQ YD	10.0	\$ 110.00	\$ 1,100.00
1.11	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	10.0	\$ 450.00	\$ 4,500.00
1.12	MOBILIZATION	L SUM	1	\$ 30,000.00	\$ 30,000.00
1.13	SANITARY SEWER CONNECTION	EACH	2	\$ 7,000.00	\$ 14,000.00
1.14	EXPLORATION TRENCH, SPECIAL	FOOT	20	\$ 30.00	\$ 600.00
1.15	ABANDON EXISTING FORCE MAIN, FILL WITH CLSM	FOOT	617	\$ 16.00	\$ 9,872.00
1.16	REMOVING MANHOLES, SPECIAL (WET WELL)	EACH	1	\$ 11,000.00	\$ 11,000.00
1.17	REMOVING MANHOLES, SPECIAL (VALVE AND VALVE VAULT)	EACH	1	\$ 8,000.00	\$ 8,000.00
1.18	SANITARY SEWER 10", PVC, SDR 21 (TRENCHED)	FOOT	20	\$ 350.00	\$ 7,000.00
1.19	SANITARY SEWER 10", PVC, SDR 21 (TRENCHLESS)	FOOT	109	\$ 182.00	\$ 19,838.00
BID ALTERNATE #1 TOTAL					\$ 111,817.00

BID ALTERNATE #2 SHEET

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

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

ITEM NO.	PAY ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL
2.1	TRENCH BACKFILL	CU YD	290	\$ 38.00	\$ 11,020.00
2.2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	204	\$ 5.00	\$ 1,020.00
2.3	SEEDING, CLASS 1A	ACRE	0.10	\$ 15,000.00	\$ 1,500.00
2.4	NITROGEN FERTILIZER NUTRIENT	POUND	9	\$ 1.00	\$ 9.00
2.5	PHOSPHORUS FERTILIZER NUTRIENT	POUND	9	\$ 1.00	\$ 9.00
2.6	POTASSIUM FERTILIZER NUTRIENT	POUND	9	\$ 1.00	\$ 9.00
2.7	MULCH, METHOD 2	ACRE	0.10	\$ 10,000.00	\$ 1,000.00
2.8	PERIMETER EROSION BARRIER	FOOT	190	\$ 4.00	\$ 760.00
2.9	INLET AND PIPE PROTECTION	EACH	2	\$ 100.00	\$ 200.00
2.10	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	18	\$ 30.00	\$ 540.00
2.11	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	18	\$ 30.00	\$ 540.00
2.12	DETECTABLE WARNINGS	SQ FT	10	\$ 40.00	\$ 400.00
2.13	PAVEMENT REMOVAL	SQ YD	90	\$ 20.00	\$ 1,800.00
2.14	COMBINATION CURB AND GUTTER REMOVAL	FOOT	27	\$ 15.00	\$ 405.00
2.15	SIDEWALK REMOVAL	SQ FT	18	\$ 15.00	\$ 270.00
2.16	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	90	\$ 134.00	\$ 12,060.00
2.17	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	27	\$ 100.00	\$ 2,700.00
2.18	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00
2.19	SANITARY SEWER CONNECTION	EACH	2	\$ 7,000.00	\$ 14,000.00
2.20	EXPLORATION TRENCH, SPECIAL	FOOT	20	\$ 30.00	\$ 600.00
2.21	ABANDON EXISTING FORCE MAIN, FILL WITH CLSM	FOOT	617	\$ 16.00	\$ 9,872.00
2.22	REMOVING MANHOLES, SPECIAL (WET WELL)	EACH	1	\$ 11,000.00	\$ 11,000.00
2.23	REMOVING MANHOLES, SPECIAL (VALVE AND VALVE VAULT)	EACH	1	\$ 8,000.00	\$ 8,000.00
2.24	SANITARY SEWER 10", PVC, SDR 21 (TRENCHED)	FOOT	129	\$ 160.00	\$ 20,640.00
BID ALTERNATE #2 TOTAL					\$ 138,354.00

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

Name: Chuck Polito, General Manager Date of Inspection: 01-08-2020

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

Number	#1	Date	01-20-2020
	_____		_____
	_____		_____

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

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

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

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

<u>Copenhaver Construction, Inc.</u>	<u>847-428-6696</u>
(Printed Name of Contractor)	Phone Number

<u>75 Koppie Drive, Gilberts, IL 60136</u>	<u></u>
Address	City, State, Zip Code

<u>Ken Copenhaver, President</u>
Printed Name of Authorized Representative

<u></u>	<u>01-21-2020</u>
Signature of Authorized Representative	Date

DETAIL EXCEPTION SHEET

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

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

Contractor's exceptions are:

None

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, 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 (Stonehill Road Lift Station Decommission and Sanitary Sewer Extension), 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.

Copenhaver Construction, Inc.

Printed Name of Contractor

Copenhaver Construction, Inc.

Company Name

75 Koppie Drive

Address

Gilberts, IL 60136

City, State, Zip Code

847-428-6696

Phone Number

copenhaverinc@yahoo.com

Email Address

Ken Copenhaver

Printed Name of Authorized Representative

President

Title


Signature of Authorized Representative

01-21-2020

Date



INVITATION TO BID STONEHILL ROAD LIFT
STATION DECOMMISSION AND SANITARY
SEWER EXTENSION – ADDENDUM #1
January 20, 2020

1. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

2. ATTACHMENTS TO THIS ADDENDUM;

3. CHANGES:

4. ADDITIONS:

5. DELETIONS:

6. SCHEDULE:

7. CLARIFICATIONS:

Question: on Page 21 Instructions to Bidders:

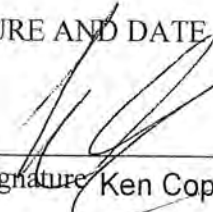
- Paragraph B, “Each Bidder must complete, execute and submit with its Bid a certification that Bidder I not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.”
- Paragraph C, Item J “Route Lists & Work Plans”.

Response: Paragraph B is included in the contract, so that will be covered once contract is signed. As for paragraph C, item J, please disregard.

8. ACKNOWLEDGMENT

The Bidder acknowledges receipt of this Addendum and understands its content to the Bid Documents.

9. SIGNATURE AND DATE


Authorized Signature Ken Copenhaver, President

01-20-2020

Date

Copenhaver Construction, Inc.

2019 Equipment List

Copenhaver Construction, Inc.
 Depreciation Schedule by Category

Asset N	Asset Description	Date	Cost
Compaction Equipment			
C 1	1984 Cat Compactor S/N: 17Z00443	08/05/11	\$ 52,500.00
C 2	Wacker Compactor WP1550AW S/N: 30026964	07/10/13	\$ 2,050.92
R 1	2001 Bomag BW120AD3 Vibratory Tandem Roller S/N 101170518883	05/12/10	\$ 9,652.50
R 2	2006 JCB VM75D Vibratory Roller - S/N: JCB1800589	08/02/12	\$ 30,493.75
R 3	Vib.Sheepsfoot 32" Roller S/N: 5641700	10/26/12	\$ 11,526.13
R 4	2011 Wacker RD12A-90 Vibratory Roller S/N 20012893	08/27/13	\$ 8,416.30
R 5	2012 Case SV212-PD Compaction Roller S/N DDD001119	05/10/17	\$ 51,600.00
R 6	2008 Ingersoll-Rand DD29 Tandem Vibratory Roller - S/N: 196172	05/28/15	\$ 15,791.41
R 8	1 Ton Vibratory Asphalt Roller S/N: 20190327	01/01/16	\$ 11,934.00
	Wacker TR82SC Sheepfoot Roller SN 20157555	02/23/18	\$ 28,783.00
Total Compaction Equipment			\$ 222,748.01
Hydraulic Excavator			
E 1	2007 JD 350D Excavator S/N: FF350DX805922	08/02/13	\$ 107,259.38
E 2	2014 JD 350GLC Excavator - S/N 1FF350GXEEE809940	01/21/16	\$ 168,000.00
E 3	2012 Case CX160C Excavator S/N: DAC160K6NCSAF1107	06/19/15	\$ 150,355.50
E 4	2011 Cat 320DL Excavator S/N CAT320DLSPN00957	03/23/18	\$ 94,339.38
E 5	2013 Case CX145C s/n: DAC145K6NDSAE1207	11/01/14	\$ 146,514.49
E 6	2014 Case CX-160XL Excavator s/n DAC160K6NES6F1451	04/23/18	\$ 93,000.00
E 7	2007 JD 200D LC Hydraulic Excavator S/N: FF200DX510156	08/01/14	\$ 67,415.63
E 8	2007 John Deere 200D LC Hydraulic Excavator - S/N: FF200DX510238	03/21/14	\$ 67,415.63
E 9	2006 Komatsu PC27MR-2 Mini Excavator S/N:KMTPC120T05016111	10/11/12	\$ 13,613.28
E 10	2008 Komatsu PC160LC-7E0 Excavator - S/N: K45151	08/24/12	\$ 77,000.00
E 11	2006 Case Excavator CX290 - S/N DAC291347	08/01/11	\$ 138,097.00
E 12	2006 Kobelco SK160LC Excavator - S/N YMO3U1357	07/27/07	\$ 126,581.25
E 13	2006 Takeuchi TB175 Excavator S/N 17515104	09/28/06	\$ 87,827.00
E 14	2012 Kubota KX080 3 Midi Excavator S/N 25694	06/15/18	\$ 78,401.88
	2004 JD 450C LC Excavator SN CX091397 35" Pads, 26" Bucket	08/10/18	\$ 50,000.00
	2017 Komatsu PC88MR-10 S/N 8046	01/30/19	\$ 134,032.48
	1999 Komatsu PC400LC-6LK Hyd Excavator SN A83144 13ft stk, ac	03/28/19	\$ 31,998.78
Total Hydraulic Excavator			\$ 1,631,851.88
Loaders & Dozers			
D 1	2015 Case Crawler Dozer - 1150M - S/N: NFDC11008	03/30/15	184,859.50
D 2	963D Track Loader - S/N LCS01075	04/14/16	\$ 75,000.00
D 3	2013 Cat D6T LGP Crawler Tractor - S/N: CAT00D6TJKSB01351	10/01/15	\$ 128,509.38
D 4	2008 Cat 963B Crawler Loader - S/N: 9BL02249	03/12/10	\$ 32,406.25
D 5	2006 John Deere 650J 6-way Blade - S/N 650JX127487	06/15/12	\$ 45,885.00
L 1	2012 621F Case S/N: NCF216059	11/01/14	\$ 157,842.79
L 2	2012 Case 621F Wheel Loader - S/N NCF215217	05/31/13	\$ 159,265.90
L 3	2011 621E Case Wheel Loader w/Forks- S/N NBF210666	08/01/11	\$ 144,439.50
L 4	2003 JD 624H Wheel Loader S/N DW624HX588508	03/20/15	48,821.88
L 5	2011 Kubota Loader S/N C2012 68751	05/07/13	\$ 27,000.00
	GPS - MS992 Receiver for new Dozer	04/08/15	\$ 47,670.93
	GPS - MS992 Receiver for new Dozer	04/08/16	\$ 71,576.89
	MS992 GPS Receiver - Control Box - Mast Kit	05/10/16	\$ 44,839.60
Total Loaders & Dozers			\$ 1,168,117.62

Copenhaver Construction, Inc.
 Depreciation Schedule by Category

Asset #	Asset Description	Date	Cost
Skid Steer Loader			
S 1	2012 Cat 299D Terrain Loader S/N: CA50299DEHCL00467	05/28/15	\$ 51,478.13
S 2	2014 Case TR320 2 speed Loader S/N NEM482716	12/08/17	\$ 29,404.69
S 3	2013 Bobcat S560 2 Speed Skidsteer Loader - S/N: A3NV20567	05/28/15	\$ 14,157.81
S 4	2011 Bobcat S650 Skidsteer Loader S/N: A3NV15396	08/01/14	\$ 19,058.59
S 5	2011 Case SR250 High Flow Skid Steer - S/N JAFSR250PBM434141	05/22/14	\$ 37,028.13
S 6	2010 Bobcat T300 Multi Terrain Loader - S/N: A5GU35594	03/21/14	\$ 30,493.75
S 7	2010 Cat 262C Skid Steer S/N: CAT0262CEMST02719	10/03/13	\$ 21,781.25
S 8	2011 Cat 289C Multi Terrain Loader S/N: JMP01974	08/09/13	\$ 41,930.00
S 9	2008 JD 325 Skidsteer Loader S/N: T00325M162957	08/02/13	\$ 22,870.31
S 11	2009 Cat 299 C - S/N JSP00745	04/25/13	\$ 43,257.50
S 13	2007 Cat 297C Multi Terrain Loader S/N: GCP00365	03/30/12	\$ 34,848.00
S 16	2006 T300 Bobcat S/N: 532014104	08/05/11	\$ 25,591.81
S 17	2005 Gehl SL7610 Skid Steer - S/N: 702005	03/12/09	\$ 22,312.50
S 18	2006 Gehl SL5640E S/N: 05640K00507251	06/06/07	\$ 27,088.00
S20	2001 Gehl SL7600 Skidsteer SN 701068		\$ 7,500.00
S 21	2007 Case CX430 Skid Steer Loader- S/N: N7M454290 or JAF436949	08/02/12	\$ 16,489.69
S 22	2009 Bobcat S300 Skid Steer S/N: A5GP35021	08/01/14	\$ 21,781.25
S 23	2004 Bobcat T300 Crawler #525411627	07/16/09	\$ 18,593.75
S 24	2014 Bobcat S750 2 Spd Skid Steer S/N ATDZ14396	06/15/18	\$ 30,895.38
S 25	2015 Bobcat S750 2 spd Skid Steer SN ATDZ15112	06/15/18	\$ 30,895.38
	Kent KF6 Skidsteer Hammer S/N 13130	11/30/17	\$ 11,880.00
	Total Skid Steer Loader		\$ 559,335.92
Measuring Equipment			
	Sewer Laser Z9P01300	10/31/09	\$ 2,801.50
	GL-2700 Sewer Laser S/N: GW1391	06/10/13	\$ 4,094.00
	Total Measuring Equipment		\$ 6,895.50
Attachments			
	Trencher Attachment	02/01/19	\$ 7,758.29
	2018 Woods SU184BT Roller SN 1228796	03/21/19	\$ 3,745.00
	76" TAG GP Bucket w/2 new Pins for Model PC450/PC400 SN 5517501	04/08/19	\$ 7,900.00
	2 each 84" buckets M1201/M1201 and pallet forks 83264/83265	04/18/16	\$ 5,149.25
	2006 Bradco 625 Trencher (per C	07/03/08	\$ 3,864.63
	2012FFC New Holland 42" Tree Spade S/N: 1215204	04/12/12	\$ 1,558.75
	2015 AJLR 48" Hydraulic Skidsteer Trencher	03/20/15	2,921.88
	24" Auger (per CC)	01/25/07	\$ 1,480.63
	2-Pallet Forks - S/N's 53973 & 43033 / Buckets - S/N's None	04/15/13	\$ 4,214.00
	4 each - 48" Skid Steer Fork Frames	03/20/15	2,279.08
	Bobcat Sweeper	06/11/12	\$ 1,000.00
	Bucket FOR 297	10/14/11	\$ 1,000.00
	BUCKET-HEAVY DUTY	04/21/17	\$ 5,467.33
	G72 Skid Steer Brush Grapple,	03/16/11	\$ 2,000.00
	Harley MX7H Power Box Rake S/N: MX77A126	01/05/15	\$ 4,487.50
	Hydraulic Hammer CP RX6 S/N BES041523	03/14/16	\$ 6,026.13
	Kent KF6 Hyd Breaker - S/N: 8440	10/26/12	\$ 7,629.62
	Planer 24" High Flow BC 24" HF S/N 231712853	03/14/16	\$ 8,691.54
	Power Rake (per CC)	07/27/07	\$ 7,900.00
	Sweep Brush MN: 20572M0022 S/N: 1431040	04/01/15	\$ 4,515.00
	SEC 2 OVER TINE GRAPPLE FOR CAT 345	06/30/14	\$ 23,370.00
	JBR 60" Wheel Loader Forks	03/20/15	5,717.58

Copenhaver Construction, Inc.
 Depreciation Schedule by Category

Asset N	Asset Description	Date	Cost
	18 x 56 Hyd Thumb	02/28/13	\$ 3,940.50
	24" Bucket for John Deere 200 - S/N: 40557-1	02/10/15	3,056.63
	24" GP HI CAP Bucket - S/N: 13090-01	05/31/16	5,365.95
	24" HD HI CAP BUCKET - S/N: 118340-01	03/17/15	3,000.00
	36" Bucket for Cat 345C Excavator - S/N: 0Z1K11356	06/15/12	6,000.00
	36" PC35 Heavy Duty Bucket- S/N:C35-36-73	10/15/12	1,016.50
	48" Cat 320 Bucket - S/N: NBC07669	01/20/14	6,400.00
	54" Bucket for 350DLC S/N: 61658-1	08/30/13	7,490.00
	Breaker TNB-4MB S/N #4M-1510	01/22/13	7,020.00
	Esco Bucket Model #48"PC170 - SN # 17-48-42	06/15/15	4,694.00
	Geith 24" HD Bucket for JD 200 Exc - S/N: 458887A	04/29/14	6,290.65
	HT2458 Hydraulic Thumb Cylinder	06/23/11	3,200.00
	John Deere Quick Coupler	08/07/13	2,600.00
	Total Attachments		\$ 178,750.44
	Other Equipment		
	Trimble 5603 DR 200+ SE-18211 SN 63325125	04/22/19	\$ 3,500.00
	2018 Frontier SS2067B Broadcast Spreader SN 1XFSS20BPJ0353404	03/21/19	\$ 1,284.00
	Paving Breaker - Electric Model BO BH2760VCB S7N 801000370	02/01/19	\$ 1,593.11
	Hydraulic Hammer CP RX6 S/N BES097163	01/18/19	\$ 8,268.75
	Lights - Diesel S/N 5F13D1414F1004872 Model WAN-WLT-4M8K	02/22/19	\$ 5,036.22
C 1	Equipment/ 185 CFM Air Compressor S/N: 201206270061	04/29/14	\$ 12,519.00
H 1	2005 Ground Heater EB3500 Trailer - S/N: 1G9UP15235S201275	12/31/15	\$ 26,000.00
L 1	4 Light Towable Light Tower - S/N: GKF22210	07/30/13	\$ 4,330.00
T 14	25KVA Multiquip Generator w/180 Gal Trailer	05/27/14	\$ 11,156.00
T 15	25KVA Multiquip Generator w/180 Gal Trailer S/N: 7108528	12/12/14	\$ 14,358.77
	1991 Powerscreen MK111 S/N: 3204618	05/01/12	\$ 25,000.00
	1997 Rosco RB48 Ride on Broom S/N: P8049A69	08/02/13	\$ 5,445.31
	36"x80" Portable Radial Stacking Conveyor S/N:13316	09/05/13	\$ 17,000.00
	2016 Ranger XP 900 EPS - S/N: 3NSRTE870GG815431	04/25/16	\$ 14,999.93
	Saw Model FS7000 DT4E S/N 001358572001	02/27/18	\$ 35,128.96
	Cat 320B 54" Bucket - HES Equipment	05/31/18	\$ 8,225.00
	PC160 48" Bucket - HES Equipment	05/31/18	
	JD 450 68" Bucket	08/10/18	\$ 6,000.00
	Pontoon Boat	08/22/18	\$ 1,200.00
	3" Centrifugal Pump Honda Tsurumi NPH-3	09/21/18	\$ 1,139.26
	3" Centrifugal Pump Honda Tsurumi TE3-80HA 142GPM	09/21/18	\$ 1,139.26
	2019 CForce400 ATV SN LCELDZ22K6000373	11/05/18	\$ 5,100.00
	Plug, Sleeve w/30' Inflation Hose & Gauge S/N 314-408-004 S/N 323-30-063	12/21/18	\$ 3,815.50
	Total Other Equipment		\$ 212,239.07
	Support Equip		
	#8X#9 1 Wrap Rebar Tying Tool #12B16503E	07/10/13	\$ 2,970.01
	#8X#9 1 Wrap Rebar Tying Tool #12C10504E	07/31/13	\$ 3,479.05
	10 Ft X 8 Ft Trench Box	05/22/14	\$ 3,539.46
	10 Ft X 8 Ft Trench Box	05/22/14	\$ 3,539.46
	100 - Orange Barrels	04/29/16	\$ 8,100.00
	100 - Type 1 w/ Flasher	07/26/13	\$ 5,925.00
	100 - Type 1 w/ Flasher	08/05/13	\$ 5,925.00
	12 - Type 111 Barricades	08/12/13	\$ 4,628.00
	12'-6" Concrete Barriers w/Connecting Pin	04/10/13	\$ 2,170.92
	13x5' Rock Box	03/16/11	\$ 4,000.00
	146 each 28" Cones	05/17/13	\$ 2,678.00

Copenhaver Construction, Inc.
 Depreciation Schedule by Category

Asset N: Asset Description	Date	Cost
150 each 28" Cones	05/08/13 \$	2,700.00
20 ft Shipping Container S/N: BNGU208054S	03/20/15	3,539.46
20 Ft. One Way Container - S/N DSZU2034862	03/21/14 \$	2,994.93
20 Ft. One Way Container - S/N: DSZU2034883	03/21/14 \$	2,994.93
20 Ft. One Way Container - S/N: DSZU2035030	03/21/14 \$	2,921.88
20 Ft. One Way Container - S/N: DSZU2035107	03/21/14 \$	3,267.19
2007 Sod Cutter (per CC)	06/10/08 \$	3,628.13
4" Self-Priming Trash Pump (Sykes) w/Trailer S/N AP12091 and accessories	10/23/15 \$	27,375.40
5ft 8in x 13ft Rock Box	03/20/15	2,688.13
80' x 27' Leads/Hammer	10/25/13 \$	51,388.88
Alum trench shield, Telescoping Adj Struts, ATS Pins & Keeper	11/30/15 \$	2,925.41
ArrowBoard S/N: 5F1151016B1225439	04/15/11 \$	4,235.00
ArrowBoard S/N: 5F11S1016B1000285	02/22/11 \$	4,235.00
AT-MPB30A Breaker 1" X 4-1/4" S/N: 124212	07/22/13 \$	870.31
AT-MPB30A Breaker 1" X 4-1/4" S/N: 124214	07/22/13 \$	870.31
Barricades	08/22/12 \$	4,850.00
Barricades	08/31/12 \$	1,139.96
Barricades	08/31/12 \$	2,042.60
Barricades	10/31/12 \$	6,730.00
Barricades	11/12/12 \$	1,021.90
Concrete Equipment - From Stettner	05/31/13 \$	2,000.00
Concrete Forms	03/08/12 \$	13,615.00
Concrete Forms	01/10/13 \$	5,038.02
Correct D19/w leads #1106611		\$ 12,000.00
Coupler, Fork, Carriage, Blanks	05/10/16 \$	21,011.60
Double Wall, Spreader Pipe & pins	04/30/16 \$	5,926.25
Forming Equipment - Dayton Superior	10/18/17 \$	4,273.27
Gas Pressure Washer Model MITM CWC7004 S/N:971013206	03/14/16 \$	6,976.41
GME BL7 Rock Box S/N 06041366	05/22/14 \$	3,267.19
Grundomat 75P Boring Tool S/N P75625S18220	08/17/17 \$	5,996.37
Honda WT30XKA S/N# WABJ-1107218	01/22/13 \$	925.11
Kubota RTV900 4x4 Utility Vehicle - S/N: KRTV900A51036358	12/11/15 \$	4,356.25
Landpride Cutter Model RC2512 - S/N 695228	05/07/13 \$	10,500.00
Mustang Plate Compactor	08/01/14 \$	1,051.88
Plate Compactor - Multiquip	09/06/11 \$	1,474.69
Plate Compactor - S/N: #062012007	09/26/12 \$	1,603.93
Plate Compactor - S/N: 30008441	09/11/12 \$	1,705.28
Plate Compactor 15.5" x 25" S/N: 6702859	09/04/12 \$	1,903.96
Plate Compactor S/N: 282012516	08/20/13 \$	1,292.29
Purchase 24" x 3'0" Panel	01/27/15	8,989.38
Q.T. Signs - Signs	09/05/13 \$	5,693.00
Sandblaster SCH 3.5C S/N: 18L4487	03/14/16 \$	2,897.18
Scaffold Brkt/Straight Plate	07/22/13 \$	1,169.00
Sign/Barricades	04/11/13 \$	8,812.73
Steel Plate 8'x20'x1" - S/N: 8X20X1SP	07/18/13 \$	4,577.00
Steel Plates	05/22/14 \$	3,811.72
Stone Saver 48"x64"x160', 5,000lbs - S/N: 20208	02/13/12 \$	3,555.75
2 EACH - 8'X20'X1" Street Plates - 820-009/820-008	04/30/16 \$	3,135.53
8'x10'x1" Steel Plates, Trench Box etc. -	04/29/14 \$	8,748.22
8x10x1" Street Plates	11/16/11 \$	1,713.23
8'x20' Steel Road Plate	03/20/15	14,430.09
8x8x1" Street Plates	11/16/11 \$	1,314.55
8'x8'x1" Street Plates - 88-003/88-004	06/30/16 \$	3,714.49

Copenhaver Construction, Inc.
 Depreciation Schedule by Category

Asset N°	Asset Description	Date	Cost
	Street Plate 8'X20'21" S/N: 8X20X1SP-005	02/14/13	\$ 3,042.32
	Street Plate 8'X20'X1" - S/N: 8X20X1SP-006	12/19/12	\$ 2,270.83
	Street Plate 8'X20'X1" - S/N: 8X20X1SP-251	12/11/12	\$ 2,882.31
	Street Plate 8'X20'X1" S/N: 8X20X1SP-021	02/28/13	\$ 2,135.61
	Street plates	11/13/15	\$ 7,316.23
	Street Plates 4'X8'X1" - S/N: 4X8X1SP-029 / 4'X16'X1" - S/N: 4X16X1SP-001	11/30/12	\$ 2,693.75
	Street Plates 8'X8'X1" S/N: 8X8X1SP-007 / 60"X8" S/N: 4-60X8-042	12/19/12	\$ 1,565.07
	Streetplates, manhole shield, Spreader, pin, & keeper	11/30/15	\$ 3,577.30
	Sub-Pump - S/N: B-10832933	05/13/16	\$ 3,254.05
	Syke 150M 6" Self Trimming Trash Pump w/Trailer - S/N: AP150123	11/18/11	\$ 24,060.58
	Trailblazer 325 Welder and Accessories	06/10/14	\$ 6,145.54
	Trailblazer Welder - S/N MD040428R	06/05/13	\$ 6,141.75
	Trash Pump (Tsurumi EPT3-100HA) S/N: 031992	12/15/15	\$ 1,500.96
	Trench Box and Accessories	02/28/15	\$ 10,597.00
	Trench Box- Double Wall - S/N: 30129	04/22/16	\$ 15,854.34
	Trench Box Double Wall, Spreader Pipe, Spreader Pin & Keeper	04/22/16	\$ 7,893.77
	Trench Box with Accessories	03/09/10	\$ 12,162.82
	Trench Box, Stack pins, Spreader Pins & Keeper	11/30/15	\$ 4,863.84
	Trench Boxes	06/20/16	\$ 8,248.05
	Trench Shields and Misc/ (see invoice)	06/20/13	\$ 9,115.65
	Truax FlexII-86 Drill Seeder	11/28/11	\$ 8,000.00
	Type 1 W/Flashers - Barricades	05/11/12	\$ 3,068.75
	Used 12'-6' Barrier W/Pins	11/06/12	\$ 2,461.39
	Walk Behind Concrete Saw,	03/16/11	\$ 1,634.07
	Twin Post Hydraulic Lift FOR-DP-15SN000	06/08/17	\$ 8,608.29
W 1	2007 Miller DU-OP 600 AMP Portable Welder S/N: LH013106	08/01/14	\$ 4,628.52
	2008 Indeco HP 3000 Concrete Breaker S/N: 1656	04/05/11	\$ 24,364.38
	2015 FRD (KF19) Hydraulic Breaker #4982	06/19/15	\$ 40,954.00
	Total Support Equip		\$ 585,894.86
Total for Construction Equipment			\$ 4,565,833.10

Copenhaver Construction, Inc.
 Depreciation Schedule by Category

Asset N	Asset Description	Date	Cost
	Asset Description	Acquired	Cost
Dump Trucks & Flatbeds			
26	2005 Volvo Dump - VIN: 4V5KC9GHX5N377347	03/03/11	\$ 62,000.00
27	2004 Ford Super F450 DRW - White - VIN: 1FDXX46P44ED65095	10/11/11	\$ 18,918.08
28	1999 Kenworth T300 VIN: 1NKMLD9X4XS815217	03/08/12	\$ 8,750.00
30	2000 Sterling Dump L9511 - S/N 2FZNNWEBXYAB40809	03/22/13	\$ 41,009.38
31	2008 Ford F450 XL Dump - S/N 1FDXF46R58EA54902	03/22/13	\$ 19,504.69
32	2004 Chevy Silverado White - VIN: 1GBJC34004E224201	05/30/13	\$ 8,203.30
34	2005 Ford F250 S/N: 1FTWW31P25EC08235	08/01/13	\$ 11,292.19
35	2006 Ford F550 S/N: 1FADF56P66ED36070	11/18/13	\$ 22,000.00
Total Dump Trucks & Flatbeds			\$ 191,677.64
Vehicles			
1	2014 Ford F250 Super Black - S/N: 1FT7W2B63EEB32660	02/28/14	\$ 54,595.69
2	2014 Ford F250 White - S/N: 1FT7X2B68EEA14911	08/16/16	\$ 21,482.87
3	2014 Ford F250 XL SuperDuty Crew Cab 4X4 Pickup S/N 1FT7W2B67EEA07807	12/08/17	\$ 17,175.00
4	2017 Ford F450 - S/N 1FDTF4GT1HEB15199	04/28/17	\$ 57,662.00
5	2013 Ford F250 White - S/N: 1FT7X2B64DEA51419	08/16/16	\$ 23,408.87
6	2015 Ford F350 - White - VIN: 1FT8X3B61FED25737	04/22/15	\$ 39,430.86
7	2011 Ford F250 XL SuperDuty Extended Cab 4X4 Pickup S/N 1FT7X2B60BEC690	12/08/17	\$ 12,398.75
8	2012 Ford F350 Pickup S/N 1FT8X3B61CEC95361	04/25/17	\$ 20,000.00
9	2011 Ford F250 White - S/N: 1FT7X2B67BEC96390	08/16/16	\$ 17,202.87
10	2011 Ford F250 4x4 Crew S/N: 1FT7W2B63BEC95143	05/28/15	\$ 16,425.00
11	2011 Ford F250 Silver - S/N: 1FT7X2B6XBEA64284	08/16/16	\$ 15,865.37
12	2011 Chevy Silverado Red - VIN: 1GCNKPEX7BZ436289	08/07/12	\$ 19,459.39
13	2008 F250 XL Red 4x4 Pick Up Vin: 1FTSW21528EB24914	05/22/14	9,752.34
14	2008 Chevy 2500 Pick up S/N: 1GBHK23K08F223528	05/22/14	13,345.31
15	2012 White Chevy 1500 Crew - S/N 3GCPKREA6CG223075	01/14/15	28,715.00
16	2008 Ford F550 White 993046.87- S/N 1FADF57R68EC59199	06/28/18	\$ 14,828.26
17	2006 Ford F450 4x4 Utility Truck S/N: 1SFXF47P46EA70955	05/28/15	\$ 12,318.75
18	2004 Ford F250 XL S/N: 1FTNF20L04ED84459	08/01/13	\$ -4,106.25
19	2014 Ford F250 Super White - S/N: 1 FT7W2B68EEB20049	02/19/14	\$ 38,673.91
20	2007 Ford F150 Silver - VIN: 1FTPW12V07FA14855	05/30/13	\$ 14,603.30
21	2001 Ford F-250 White - S/N: 3FTNF21L81M86939	08/28/12	\$ 6,053.39
22	2000 Ford F250 White - VIN: 1FTNF21L0YEC60146	08/07/12	\$ 6,053.39
23	2001 Ford F250 White - VIN: 3FTNF21L81MA86956	08/07/12	\$ 6,053.39
24	2006 Ford F350 - Service Truck - VIN: 1FDWW37P06ED14459	07/14/11	\$ 7,197.08
36	2006 Ford Ranger XLT P/U S/N: 1FTYR10D06PA51032	03/20/15	\$ 6,159.38
38	2008 Kenworth T300 Dump Truck S/N 2NKMLN9X88M213412	06/15/18	\$ 29,354.47
40	2008 Ford F550 Red 6.4L V8 Diesel S/N 1FADF56R68ED75021	06/15/18	\$ 16,884.05
	2010 Chevrolet Express G3500 Van SN 1GC2GTAG1A1142855	02/05/18	\$ 9,000.00
	2012 GMC Denali Black SN 1GKS2MEF2CR113184	08/07/18	\$ 27,992.94
37	2016 Ford F250 S/N 1FTW2B65GEB54971	02/21/19	\$ 23,848.15
16	2008 Ford F150 White - VIN: 1FTPW14558KD70014	06/10/15	\$ 12,927.43
	2003 C240 Mercedes Black - VIN: WDBRF81J13F390473	03/18/11	\$ 12,826.94
Total Vehicles			\$ 615,800.40
Trailers			
	2019 Eager Beaver 25 TN Trailer SN 112HAX355KL083655	04/08/19	\$ 30,014.00
	2017 Eager Beaver Trailer 25XPT S/N 112HAX355HL081638	03/26/18	\$ 28,985.00
T 2	1997 Belshe 96x23 25500 #GVW Trailer - S/N 16JF01823V1030039	05/02/12	\$ 6,412.19
T 3	2011 PJ B3x14' 7000# Trailer - VIN: 4P5U81422B2154850	03/16/11	\$ 3,044.00

Copenhaver Construction, Inc.
 Depreciation Schedule by Category

Asset #	Asset Description	Date	Cost
T 4	2008 P.J. Trailer - S/N: 4P5F842281113714	05/16/09	\$ 5,650.54
T 5	2006 Witzco 35 Tn Lowboy TRAILER - S/N: 1W8A11D246S000008	03/12/09	\$ 25,000.00
T 6	Eagle Beaver Trailer - S/N: 112H8V3208L073937	05/27/08	\$ 20,217.89
T 7	2005 Cargo Mate Trailer - S/N: 5NHUCM4295N050270 (Green Enclosed Trailer)	03/10/08	\$ 3,400.00
T 10	2004 P.J. Trailer #4P5DE202541062399	07/14/04	\$ 4,435.17
T 11	2006 Homemade Hydro-Seeder Trailer Vin: TD285842	09/17/08	\$ 6,000.00
T 12	2014 PJ Rondo 96'x20' 14000 #4P5F82022E1214902	05/05/15	\$ 5,742.83
T 13	2007 Ravens Metal Flatbed Trailer SN 1R1F445237K570488	04/11/17	\$ 10,265.53
T 16	2013 Atlas Trailer S/N: 5HCKU1423DE028670	07/26/13	\$ 4,432.72
	Trailer 3570 - VIN: 1H2V04826B021341	07/13/11	\$ 2,500.00
	Total Trailers		\$ 156,099.87
Total Trucks, Trailers, Autos			\$ 963,577.91

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
 Copenhagen Construction, Inc.
 75 Koppie Drive
 Gilberts, IL 60136

SURETY:

(Name, legal status and principal place of business)
 Hudson Insurance Company
 100 William Street, 5th Floor
 New York, NY 10038

OWNER:

(Name, legal status and address)
 Village of Oswego
 100 Parkers Mill
 Oswego, IL 60543

BOND AMOUNT: * TEN PERCENT OF ACCOMPANYING BID *****

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:


(Name, location or address, and Project number, if any)
 Stonehill Road Lift Station Decommission and Sanitary Sewer Extension

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the jurisdiction of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of January, 2020


(Witness)

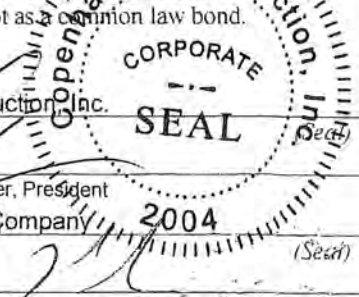

(Witness)

Copenhagen Construction, Inc.
(Principal)

(Title) Ken Copenhagen, President

Hudson Insurance Company
(Surety)

(Title) David A. Kotula, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, so when this seal appears in RED. An original seal that changes will not be observed.

Init.

G-23208-B

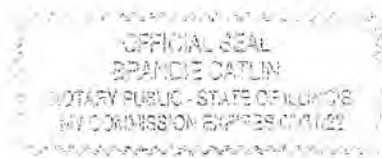
ss.

STATE OF IL

COUNTY OF WILL

I, Brandie Catlin, Notary Public of Will County, in the State of Illinois, do hereby certify that David A. Kotula Attorney-in-fact, of the Hudson Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Hudson Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lockport in said County, this 21st day of January A.D. 2020.



Brandie Catlin

Brandie Catlin

Notary Public



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David A. Kotula, Brian DiPaola
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly attested, on this 16th day of January, 20 19 at New York, New York.



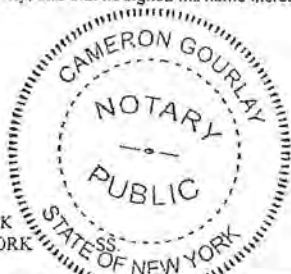
Attest... Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 16th day of January, 20 19 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 21st day of January, 20 20

By: Dina Daskalakis, Corporate Secretary

Stone Hill Rd. Lift Station Decommission and Sanitary Sewer Extension
 Oswego, Illinois
 HR GREEN
 JOB NUMBER: 180055.02
 PLAN SET DATE: 05/23/19
 ADD#1: 12/12/19
 BID ALTERNATE #1



ITEM #	PAY ITEM - BID ALTERNATE #1	UNITS	QUANTITY	Engineer's Estimate		Copenhaver Construction Inc.		Superior Excavating Co.		Fox Excavating, Inc.		D. Construction, Inc.		Martam Construction Inc.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1.1	TRENCH BACKFILL	CU YD	20	\$ 55.00	\$ 1,100.00	\$ 70.00	\$ 1,400.00	\$ 65.00	\$ 1,300.00	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00	\$ 88.00	\$ 1,760.00
1.2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	204	\$ 10.00	\$ 2,040.00	\$ 5.00	\$ 1,020.00	\$ 15.00	\$ 3,060.00	\$ 15.00	\$ 3,060.00	\$ 12.00	\$ 2,448.00	\$ 15.00	\$ 3,060.00
1.3	SEEDING, CLASS 1A	ACRE	0.10	\$ 10,000.00	\$ 1,000.00	\$ 15,000.00	\$ 1,500.00	\$ 2,500.00	\$ 250.00	\$ 20,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,000.00	\$ 32,200.00	\$ 3,220.00
1.4	NITROGEN FERTILIZER NUTRIENT	POUND	9	\$ 5.00	\$ 45.00	\$ 1.00	\$ 9.00	\$ 25.00	\$ 225.00	\$ 50.00	\$ 450.00	\$ 3.00	\$ 27.00	\$ 1.00	\$ 9.00
1.5	PHOSPHORUS FERTILIZER NUTRIENT	POUND	9	\$ 5.00	\$ 45.00	\$ 1.00	\$ 9.00	\$ 25.00	\$ 225.00	\$ 50.00	\$ 450.00	\$ 3.00	\$ 27.00	\$ 1.00	\$ 9.00
1.6	POTASSIUM FERTILIZER NUTRIENT	POUND	9	\$ 5.00	\$ 45.00	\$ 1.00	\$ 9.00	\$ 25.00	\$ 225.00	\$ 50.00	\$ 450.00	\$ 3.00	\$ 27.00	\$ 1.00	\$ 9.00
1.7	MULCH, METHOD 2	ACRE	0	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	\$ 400.00	\$ 20,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,000.00	\$ 18,600.00	\$ 1,860.00
1.8	PERIMETER EROSION BARRIER	FOOT	190	\$ 5.00	\$ 950.00	\$ 4.00	\$ 760.00	\$ 10.00	\$ 1,900.00	\$ 4.00	\$ 760.00	\$ 10.00	\$ 1,900.00	\$ 9.00	\$ 1,710.00
1.9	INLET AND PIPE PROTECTION	EACH	2	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 180.00	\$ 360.00	\$ 200.00	\$ 400.00	\$ 260.00	\$ 520.00
1.10	PAVEMENT REMOVAL	SQ YD	10	\$ 35.00	\$ 350.00	\$ 110.00	\$ 1,100.00	\$ 20.00	\$ 200.00	\$ 50.00	\$ 500.00	\$ 100.00	\$ 1,000.00	\$ 186.00	\$ 1,860.00
1.11	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	10	\$ 250.00	\$ 2,500.00	\$ 450.00	\$ 4,500.00	\$ 150.00	\$ 1,500.00	\$ 200.00	\$ 2,000.00	\$ 450.00	\$ 4,500.00	\$ 276.00	\$ 2,760.00
1.12	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 65,000.00	\$ 65,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
1.13	SANITARY SEWER CONNECTION	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 7,000.00	\$ 14,000.00	\$ 5,000.00	\$ 10,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,250.00	\$ 6,500.00	\$ 3,680.00	\$ 7,360.00
1.14	EXPLORATION TRENCH, SPECIAL	FOOT	20	\$ 75.00	\$ 1,500.00	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00	\$ 175.00	\$ 3,500.00	\$ 148.00	\$ 2,960.00
1.15	ABANDON EXISTING FORCE MAIN, FILL WITH CLSM	FOOT	617	\$ 15.00	\$ 9,255.00	\$ 16.00	\$ 9,872.00	\$ 25.00	\$ 15,425.00	\$ 10.00	\$ 6,170.00	\$ 20.00	\$ 12,340.00	\$ 44.00	\$ 27,148.00
1.16	REMOVING MANHOLES, SPECIAL (WET WELL)	EACH	1	\$ 9,000.00	\$ 9,000.00	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 33,750.00	\$ 33,750.00	\$ 19,600.00	\$ 19,600.00
1.17	REMOVING MANHOLES, SPECIAL (VALVE AND VALVE VAULT)	EACH	1	\$ 6,500.00	\$ 6,500.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,650.00	\$ 4,650.00
1.18	SANITARY SEWER 10", PVC, SDR 21 (TRENCHED)	FOOT	20	\$ 85.00	\$ 1,700.00	\$ 350.00	\$ 7,000.00	\$ 100.00	\$ 2,000.00	\$ 250.00	\$ 5,000.00	\$ 325.00	\$ 6,500.00	\$ 862.00	\$ 17,240.00
1.19	SANITARY SEWER 10", PVC, SDR 21 (TRENCHLESS)	FOOT	109	\$ 800.00	\$ 87,200.00	\$ 182.00	\$ 19,838.00	\$ 250.00	\$ 27,250.00	\$ 500.00	\$ 54,500.00	\$ 2,400.00	\$ 261,600.00	\$ 2,480.00	\$ 270,320.00
AS-READ TOTAL BID				\$ 167,730.00		\$ 111,817.00		\$ 115,360.00		\$ 158,700.00		\$ 363,519.00		\$ 384,055.00	
AS-CORRECTED TOTAL BID				\$ 167,730.00		\$ 111,817.00		\$ 115,360.00		\$ 158,700.00		\$ 363,519.00		\$ 384,055.00	

Stone Hill Rd. Lift Station Decommission and Sanitary Sewer Extension
 Oswego, Illinois
 HR GREEN
 JOB NUMBER: 180055.02
 PLAN SET DATE: 05/23/19
 ADD#1: 12/12/19
 BID ALTERNATE #2



ITEM #	PAY ITEM - BID ALTERNATE #2	UNITS	QUANTITY	Engineer's Estimate		Copenhaver Construction Inc.		Superior Excavating Co.		Fox Excavating, Inc.		D Construction, Inc.		Martam Construction Inc.			
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost		
2.1	TRENCH BACKFILL	CU YD	290	\$ 55.00	\$ 15,950.00	\$ 38.00	\$ 11,020.00	\$ 65.00	\$ 18,850.00	\$ 50.00	\$ 14,500.00	\$ 60.00	\$ 17,400.00	\$ 88.00	\$ 25,520.00		
2.2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	204	\$ 10.00	\$ 2,040.00	\$ 5.00	\$ 1,020.00	\$ 15.00	\$ 3,060.00	\$ 15.00	\$ 3,060.00	\$ 12.00	\$ 2,448.00	\$ 15.00	\$ 3,060.00		
2.3	SEEDING, CLASS 1A	ACRE	0.10	\$ 10,000.00	\$ 1,000.00	\$ 15,000.00	\$ 1,500.00	\$ 2,500.00	\$ 250.00	\$ 20,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,000.00	\$ 32,200.00	\$ 3,220.00		
2.4	NITROGEN FERTILIZER NUTRIENT	POUND	9	\$ 5.00	\$ 45.00	\$ 1.00	\$ 9.00	\$ 25.00	\$ 225.00	\$ 50.00	\$ 450.00	\$ 3.00	\$ 27.00	\$ 1.00	\$ 9.00		
2.5	PHOSPHORUS FERTILIZER NUTRIENT	POUND	9	\$ 5.00	\$ 45.00	\$ 1.00	\$ 9.00	\$ 25.00	\$ 225.00	\$ 50.00	\$ 450.00	\$ 3.00	\$ 27.00	\$ 1.00	\$ 9.00		
2.6	POTASSIUM FERTILIZER NUTRIENT	POUND	9	\$ 5.00	\$ 45.00	\$ 1.00	\$ 9.00	\$ 25.00	\$ 225.00	\$ 50.00	\$ 450.00	\$ 3.00	\$ 27.00	\$ 1.00	\$ 9.00		
2.7	MULCH, METHOD 2	ACRE	0	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	\$ 400.00	\$ 20,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,000.00	\$ 18,600.00	\$ 1,860.00		
2.8	PERIMETER EROSION BARRIER	FOOT	190	\$ 5.00	\$ 950.00	\$ 4.00	\$ 760.00	\$ 10.00	\$ 1,900.00	\$ 4.00	\$ 760.00	\$ 10.00	\$ 1,900.00	\$ 9.00	\$ 1,710.00		
2.9	INLET AND PIPE PROTECTION	EACH	2	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 180.00	\$ 360.00	\$ 200.00	\$ 400.00	\$ 260.00	\$ 520.00		
2.10	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	18	\$ 20.00	\$ 360.00	\$ 30.00	\$ 540.00	\$ 20.00	\$ 360.00	\$ 130.00	\$ 2,340.00	\$ 56.00	\$ 1,008.00	\$ 36.00	\$ 648.00		
2.11	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	18	\$ 20.00	\$ 360.00	\$ 30.00	\$ 540.00	\$ 20.00	\$ 360.00	\$ 70.00	\$ 1,260.00	\$ 83.00	\$ 1,494.00	\$ 46.00	\$ 828.00		
2.12	DETECTABLE WARNINGS	SQ FT	10	\$ 150.00	\$ 1,500.00	\$ 40.00	\$ 400.00	\$ 35.00	\$ 350.00	\$ 100.00	\$ 1,000.00	\$ 35.00	\$ 350.00	\$ 48.00	\$ 480.00		
2.13	PAVEMENT REMOVAL	SQ YD	90	\$ 35.00	\$ 3,150.00	\$ 20.00	\$ 1,800.00	\$ 20.00	\$ 1,800.00	\$ 50.00	\$ 4,500.00	\$ 20.00	\$ 1,800.00	\$ 67.00	\$ 6,030.00		
2.14	COMBINATION CURB AND GUTTER REMOVAL	FOOT	27	\$ 20.00	\$ 540.00	\$ 15.00	\$ 405.00	\$ 10.00	\$ 270.00	\$ 25.00	\$ 675.00	\$ 30.00	\$ 810.00	\$ 33.00	\$ 891.00		
2.15	SIDEWALK REMOVAL	SQ FT	18	\$ 15.00	\$ 270.00	\$ 15.00	\$ 270.00	\$ 10.00	\$ 180.00	\$ 25.00	\$ 450.00	\$ 10.00	\$ 180.00	\$ 23.00	\$ 414.00		
2.16	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	90	\$ 250.00	\$ 22,500.00	\$ 134.00	\$ 12,060.00	\$ 150.00	\$ 13,500.00	\$ 150.00	\$ 13,500.00	\$ 90.00	\$ 8,100.00	\$ 188.00	\$ 16,920.00		
2.17	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	27	\$ 40.00	\$ 1,080.00	\$ 100.00	\$ 2,700.00	\$ 40.00	\$ 1,080.00	\$ 100.00	\$ 2,700.00	\$ 55.00	\$ 1,485.00	\$ 81.00	\$ 2,187.00		
2.18	MOBILIZATION	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00		
2.19	SANITARY SEWER CONNECTION	EACH	2	\$ 900.00	\$ 1,800.00	\$ 7,000.00	\$ 14,000.00	\$ 5,000.00	\$ 10,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,250.00	\$ 6,500.00	\$ 3,680.00	\$ 7,360.00		
2.20	EXPLORATION TRENCH, SPECIAL	FOOT	20	\$ 75.00	\$ 1,500.00	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00	\$ 175.00	\$ 3,500.00	\$ 148.00	\$ 2,960.00		
2.21	ABANDON EXISTING FORCE MAIN, FILL WITH CLSM	FOOT	617	\$ 15.00	\$ 9,255.00	\$ 16.00	\$ 9,872.00	\$ 25.00	\$ 15,425.00	\$ 10.00	\$ 6,170.00	\$ 20.00	\$ 12,340.00	\$ 44.00	\$ 27,148.00		
2.22	REMOVING MANHOLES, SPECIAL (WET WELL)	EACH	1	\$ 9,000.00	\$ 9,000.00	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 83,750.00	\$ 83,750.00	\$ 19,600.00	\$ 19,600.00		
2.23	REMOVING MANHOLES, SPECIAL (VALVE AND VALVE VAULT)	EACH	1	\$ 6,500.00	\$ 6,500.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,650.00	\$ 4,650.00		
2.24	SANITARY SEWER 10", PVC, SDR 21 (TRENCHED)	FOOT	129	\$ 85.00	\$ 10,965.00	\$ 160.00	\$ 20,640.00	\$ 150.00	\$ 19,350.00	\$ 300.00	\$ 38,700.00	\$ 205.00	\$ 26,445.00	\$ 1,727.00	\$ 222,783.00		
				AS-READ TOTAL BID		\$ 115,355.00		\$ 138,354.00		\$ 139,210.00		\$ 150,325.00		\$ 196,991.00		\$ 366,816.00	
				AS-CORRECTED TOTAL BID		\$ 115,355.00		\$ 138,354.00		\$ 139,210.00		\$ 150,325.00		\$ 196,991.00		\$ 366,816.00	



January 28, 2020

Ms. Carri Parker – Purchasing Manager
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

Re: Stonehill Road Lift Station Decommission and Sanitary Sewer Extension
Bid Recommendation
HR Green Job No. 180055.02

Dear Ms. Parker:

The bid opening for the Stonehill Road Lift Station Decommission and Sanitary Sewer Extension project was on Tuesday, January 21, 2020 at 9 a.m. at Village Hall. On behalf of the Village of Oswego, HR Green, Inc. has received and reviewed five (5) bid proposals for the proposed improvement work as summarized in Alternate #1 and Alternate #2 as options for the Village. The five (5) bids ranged in price from \$111,817.00 to \$366,816.00 and represent competitive bidding for work of this nature. Detailed plans and specifications were provided to the bidders for the construction method. After review, the low bidder was Copenhagen Construction, Inc of Gilberts, Illinois. Listed below are all five bid amounts for reference and comparison:

ALTERNATE #1 – (TRENCHLESS)

<u>Bidder's Name</u>	<u>Total Bid</u>
Copenhagen Construction, Inc.	\$111,817.00
Superior Excavating Co.	\$115,360.00
Fox Excavating, Inc.	\$158,700.00
D Construction, Inc.	\$363,519.00
Martam Construction, Inc.	\$384,055.00

ALTERNATE #2 – (TRENCHED)

<u>Bidder's Name</u>	<u>Total Bid</u>
Copenhagen Construction, Inc.	\$138,354.00
Superior Excavating, Co.	\$139,210.00
Fox Excavating, Inc.	\$150,325.00
D Construction, Inc.	\$196,991.00
Martam Construction, Inc.	\$366,816.00

It is our recommendation that the Village Board accept the bid proposal from Copenhagen Construction, Inc. in the amount of \$111,817.00 for Alternate #1 (Trenchless) as both the low bidder and also the preferred method of construction.



Village of Oswego
Stonehill Road Lift Station Decommission and Sanitary Sewer Extension
Recommendation for Award
HR Green Job No. 180055.02
January 28, 2020

Please let me know if you have any questions and if you would like to discuss any additional steps.

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'David W. Schultz'.

David W. Schultz, PE, LEED AP
Project Manager
DWS

Cc: Jennifer Hughes, P.E., CFM – Public Works Director/Village Engineer
Tim Zasada – Assistant Director of Public Works - Utilities

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: February 4, 2020

SUBJECT: Mobile Food Vendors Code Amendment

ACTION REQUESTED:

Approve Ordinance Amending Village Code Title 3 Chapter 33; Mobile Food Vendors.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
10/4/2016	Village Board	Approved Ord. 16-56; Mobile Food Vendors

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

On October 4, 2016, the Village Board approved a code amendment for the regulation of mobile food vending services. The amendment included the requirement for vendors to register the business if services were being conducted on private property and required vendors to be licensed if vending on public property. Additional language was drafted that included servicing areas, operation requirements and time restrictions.

DISCUSSION:

Over the past three years, staff has been monitoring the process on both the local and County level and has found that some of the processes and restrictions may no longer be necessary and, in some cases, has caused an undue burden on the mobile food vendors and the businesses that are contracting with the vendors. The Clerk’s Office and the Kendall County Health Department have been working together, over the years, to streamline this process.

After reaching out and getting feedback from the Kendall County Health Department, the Oswego Chamber of Commerce and the Downtown Association, staff is proposing the elimination of the requirement for the mobile food vendor to register with the Village if the vendor is conducting business on private property. Additionally, the Yorkville City Council recently voted, at their January 28, 2020 meeting, to no longer require a mobile retail vendor to register if they are conducting business on private property.

The following are the proposed amendments to the Village Code:

3-33-4: MOBILE FOOD SERVICE ON PRIVATE PROPERTY:

(A) It shall be unlawful for any person or entity to operate as a mobile food vendor on private property without having first obtained a permit from the Kendall County Health Department ~~a registration from the village clerk~~. ~~Mobile food vendor registrations shall be made to the village clerk upon forms provided for that purpose. Each registrant shall pay a twenty five dollar (\$25.00) registration fee for the first vehicle or pushcart, and a ten dollar (\$10.00) fee for each additional vehicle or pushcart. All fees are nonrefundable. No registration fee shall be charged of a mobile food vendor sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the village with a "tax exempt number" and written proof of its "tax exempt status".~~

Each registrant shall provide the following information:

1. ~~Completed mobile food vendor registration;~~
2. ~~Registrant name, address, phone number and e-mail address;~~
3. ~~Business name, address, phone number, e-mail address, nature of business and whether the business is tax exempt;~~
4. ~~Driver/operator name, address, phone number and e-mail address;~~
5. ~~List of mobile food vehicles/trucks or pushcarts intended to be operated including the make, model, year, vehicle identification number and license number for each;~~
6. ~~Provide an Illinois department of revenue identification number for the retailers' occupation tax. No registration shall be issued if the registrant does not have an identification number except that no identification number shall be required if a mobile food vendor is sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the village with a "tax exempt number" and written proof of its "tax exempt status";~~

~~7. Copy of driver's license for all registrants, drivers and operators;~~

~~8. Written permission from the property owner;~~

~~9. Copy of health department permits;~~

~~10. 1. Except for licensing, all mobile food vending provisions of this chapter are applicable.~~

~~(B) The registration requirement for mobile food vehicles/trucks or pushcarts is waived for all permitted special events~~

RECOMMENDATION:

Staff is recommending the approval of an ordinance amending Title 3 Chapter 33 of Village Code; Mobile Food Vendors.

ATTACHMENTS:

- Ordinance

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 20 – __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 33 OF THE VILLAGE CODE IN THE
VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

(MOBILE FOOD VENDORS)

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This 4th day of February 2020

Published in this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on February __, 2020.

ORDINANCE NO. 20 - __

AN ORDINANCE AMENDING TITLE 3 CHAPTER 33 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(MOBILE FOOD VENDORS)

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS IN THE EXERCISE OF THEIR HOME RULE, STATUTORY AND OTHER POWERS, as follows:

Section 1: The Village Code of the Village of Oswego is hereby amended as follows.

3-33-4: MOBILE FOOD SERVICE ON PRIVATE PROPERTY:

(A) It shall be unlawful for any person or entity to operate as a mobile food vendor on private property without having first obtained a permit from the Kendall County Health Department ~~a registration from the village clerk. Mobile food vendor registrations shall be made to the village clerk upon forms provided for that purpose. Each registrant shall pay a twenty five dollar (\$25.00) registration fee for the first vehicle or pushcart, and a ten dollar (\$10.00) fee for each additional vehicle or pushcart. All fees are nonrefundable. No registration fee shall be charged of a mobile food vendor sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the village with a "tax exempt number" and written proof of its "tax exempt status".~~

Each registrant shall provide the following information:

- ~~1. Completed mobile food vendor registration;~~
- ~~2. Registrant name, address, phone number and e-mail address;~~

~~3. Business name, address, phone number, e-mail address, nature of business and whether the business is tax exempt;~~

~~4. Driver/operator name, address, phone number and e-mail address;~~

~~5. List of mobile food vehicles/trucks or pushcarts intended to be operated including the make, model, year, vehicle identification number and license number for each;~~

~~6. Provide an Illinois department of revenue identification number for the retailers' occupation tax. No registration shall be issued if the registrant does not have an identification number except that no identification number shall be required if a mobile food vendor is sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the village with a "tax exempt number" and written proof of its "tax exempt status";~~

~~7. Copy of driver's license for all registrants, drivers and operators;~~

~~8. Written permission from the property owner;~~

~~9. Copy of health department permits;~~

~~10. 1. Except for licensing, all mobile food vending provisions of this chapter are applicable.~~

~~(B) The registration requirement for mobile food vehicles/trucks or pushcarts is waived for all permitted special events~~

Section 2: SEVERABILITY

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this pamphlet form which is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 4th day of February 2020.

JAMES MARTER _____ LUIS PEREZ _____

TERRY OLSON _____ JUDY SOLLINGER _____

PAM PARR _____ BRIAN THOMAS _____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 4th day of February 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

DRAFT

STATE OF ILLINOIS))
COUNTY OF KENDALL)) SS

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

AN ORDINANCE AMENDING TITLE 3 CHAPTER 33 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(MOBILE FOOD VENDORS)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 4th day of February 2020, approved by the Village President on the 4th day of February 2020 and thereafter published in pamphlet form to the extent required by law.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of February 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
General Fund:				
Corporate:				
1001100	Amazon.com	Shoe Booties, Const Paper, Lumbar Support	4.98	
1001100	Amazon.com	Technical Writing Publication	68.68	
1001100	Ancel, Glink, Diamond, Bush, DiCianni	Legal Services	5,460.00	
1001100	Call One	Phone Service-Dec 2019	554.82	
1001100	Call One	Phone Service-Nov 2019	435.99	
1001100	Call One	Phone Service-Oct 2019	354.12	
1000000	Crain's Chicago Business	Annual Subscription	39.32	FY21
1001100	Crain's Chicago Business	Annual Subscription	19.68	
1001100	Discovery Benefits	FSA Monthly Payments	93.10	
1001100	Eventbrite	ILCMA Speed Coaching Seminar	30.00	
1001100	Eventbrite	ILCMA/IAMMA Holiday Luncheon	30.00	
1000000	IAPPO	Annual Membership Dues	30.00	FY21
1001100	IAPPO	Annual Membership Dues	15.00	
1001100	ICSC	ReCon Conference Registration	630.00	
1001100	ICSC	ReCon Conference Registration, 2 Staff	630.00	
1000000	IL Fox Valley SHRM	Annual SHRM Membership Fee	66.64	FY21
1001100	IL Fox Valley SHRM	Annual SHRM Membership Fee	33.36	
1001100	IPBC	IPBC Insurance-December 2019	7,211.75	
1001100	IPBC	IPBC Insurance-December 2019	41.37	
1001100	IPBC	IPBC Insurance-December 2019	731.27	
1001100	IPRF	Workers Compensation Insurance	857.07	
1001100	Jewel Food Stores	Cake for Graduation Party	9.99	
1001100	Jewel Food Stores	Card for Graduation Party	3.79	
1001100	Kendall County Food	Employee Service Award Donation	50.00	
1001100	Mahoney, Silverman, & Cross	Legal Services	120.00	
1000000	MAPP	Annual Membership Dues	26.64	FY21
1001100	MAPP	Annual Membership Dues	13.36	
1001100	Meijer, INC.	Water Bottles	3.50	
1001100	MyGrain Brewing Co	Meal-Water Source Meeting, 4 Attendees	98.31	
1001100	NEPELRA	Investigations Webinar	149.00	
1001100	NIU Outreach	Public Speaking Seminar	79.00	
1001100	Northern IL University	Illinois Financial Forcast Seminar	109.00	
1001100	Northern IL University	PA Admin Support	1,285.71	
1001100	Ottosen DiNolfo Hase	Legal Services	6,509.50	
1001100	Physicians Immediate Care	Medical Expense, EW	190.30	
1001100	Physicians Immediate Care	Pre-Employment Exams	451.00	
1001100	Physicians Immediate Care	Pre-Employment Screening Testing	123.00	
1001100	Rosati's Of Oswego	Employee Holiday Luncheon	392.00	
1001100	Shaw Suburban Media	Legal Advertising	70.06	
1001100	Shaw Suburban Media	Legal Advertising	706.56	
1000000	SHRM	Annual Membership Dues	157.50	FY21
1001100	SHRM	Annual Membership Dues	31.50	
1001100	Target	Returned Stationery Cardstock	-30.00	
1001100	Target	Stationery Cardstock, Qty 7	105.00	
1001100	The UPS Store	Surplus Packaging Materials	226.89	
1001100	Toshiba Financial Services	Copies/Copier Lease	364.61	
1001100	Tyler Technologies, INC	Tyler Connect Registration	975.00	
1001100	USPS	Certified Postage, COBRA	2.15	
1001100	Verizon Wireless	Cell Phones/Direct Connect	45.53	
1001100	Verizon Wireless	Cell Phones/Direct Connect	64.44	
1001100	Verizon Wireless	Data Devices	46.38	
1001100	Verizon Wireless	iPads & Data Devices	93.01	
1001100	Verizon Wireless	IPads and Data Devices	99.13	
1001100	Voluntary Action Center	KAT Service - January 2020	23,500.00	
1001100	Warehouse Direct	Cardstock, Envelopes, Folders	9.68	
1001100	Warehouse Direct	Labels, Folders, Misc Supplies	5.19	
1001100	Warehouse Direct	Shoe Covers, Files, Towels, Pens	3.20	
1001100	Warehouse Direct	Sticky Notes, Pads, Pens	3.77	
1001100	Waubonsee Community College	Technical Writing Course	414.00	
			Corporate Total:	53,844.85
Community Relations:				
1002000	Call One	Phone Service-Dec 2019	43.47	
1002000	Call One	Phone Service-Nov 2019	45.28	
1002000	Call One	Phone Service-Oct 2019	45.30	
1002000	Chicago Tribune	Digital Access, Beacon News	15.96	
1002000	Chicago Tribune	Monthly Online Subscription, Beacon	15.96	
1002000	Facebook	Ads for Oswegrow Workshop	45.85	
1002000	Hobby Lobby	Shodeen Groundbreaking Shovels	35.94	

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1002000	IL Liquor Control Commission	Liquor License Renewal Fee	306.75	
1002000	IPBC	IPBC Insurance-December 2019	1,222.17	
1002000	IPBC	IPBC Insurance-December 2019	11.82	
1002000	IPBC	IPBC Insurance-December 2019	55.94	
1002000	IPRF	Workers Compensation Insurance	257.12	
1002000	John Werle	DJ for State of the Village	150.00	
1002000	Kendall Co NOW	Monthly Digital Subscription	6.99	
1002000	Kendall Co NOW	Monthly Digital Subscription	6.99	
1002000	MailChimp	Email Marketing Subscription	84.99	
1002000	MailChimp	Email Marketing Subscription	84.99	
1002000	Premier Mailing & Printing	Senior Brochure Reprint	105.00	
1002000	Shaw Suburban Media	Legal Advertising	250.00	
1002000	Shutterstock	Stock Photography for Ad Design	49.00	
1002000	Toshiba Financial Services	Copies/Copier Lease	109.51	
1002000	Verizon Wireless	Data Devices	71.59	
1002000	Verizon Wireless	iPads & Data Devices	53.08	
1002000	Verizon Wireless	IPads and Data Devices	33.21	
1002000	WalMart Stores Inc	Snacks for Coffee/Conversations	36.20	
1002000	Warehouse Direct	Cardstock, Envelopes, Folders	3.23	
1002000	Warehouse Direct	Labels, Folders, Misc Supplies	1.73	
1002000	Warehouse Direct	Sticky Notes, Pads, Pens	1.26	
1002000	Widely Interactive	Website Migration and SSL	375.00	

Community Relations Total: **3,524.33**

Building & Zoning:

1002500	Amazon.com	Shoe Booties, Const Paper, Lumbar	19.00	
1002500	Amazon.com	Standing Desk	175.86	
1000000	ASFPM	Annual Membershp Fees	110.00	FY21
1002500	Call One	Phone Service-Dec 2019	188.85	
1002500	Call One	Phone Service-Nov 2019	194.79	
1002500	Call One	Phone Service-Oct 2019	194.87	
1002500	IPBC	IPBC Insurance-December 2019	6,155.27	
1002500	IPBC	IPBC Insurance-December 2019	39.41	
1002500	IPBC	IPBC Insurance-December 2019	733.67	
1002500	IPRF	Workers Compensation Insurance	857.07	
1002500	South Suburban Build	SBOC Luncheon, 3 Staff	75.00	
1002500	Toshiba Financial Services	Copies/Copier Lease	372.69	
1002500	Tyler Technologies, INC	Tyler Connect Registration, 2 Staff	1,950.00	
1002500	Verizon Wireless	Cell Phones/Direct Connect	88.34	
1002500	Verizon Wireless	Cell Phones/Direct Connect	130.97	
1002500	Verizon Wireless	Data Devices	68.35	
1002500	Verizon Wireless	iPads & Data Devices	105.20	
1002500	Verizon Wireless	IPads and Data Devices	115.33	
1002500	Vision Service Plan	Vision Insurance-Retirees	19.34	
1002500	Warehouse Direct	Cardstock, Envelopes, Folders	89.25	
1002500	Warehouse Direct	Labels, Folders, Misc Supplies	6.05	
1002500	Warehouse Direct	Pens, Sticky Notes, Misc Supplies	31.58	
1002500	Warehouse Direct	Shoe Covers, Files, Towels, Pens	34.96	
1002500	Warehouse Direct	Sticky Notes, Pads, Pens	23.85	

Building & Zoning Total: **11,779.70**

Community Development:

1003000	Amazon.com	Shoe Booties, Const Paper, Lumbar	38.98	
1000000	American Planning Association	2020 Annual Dues	496.00	FY21
1003000	American Planning Association	2020 Annual Dues	248.00	
1003000	Call One	Phone Service-Dec 2019	126.75	
1003000	Call One	Phone Service-Nov 2019	130.11	
1003000	Call One	Phone Service-Oct 2019	130.15	
1003000	Cirone, Dominick	PZC Meeting Attendance	25.00	
1003000	Guist, Thomas	PZC Meeting Attendance	25.00	
1003000	IPBC	IPBC Insurance-December 2019	3,130.01	
1003000	IPBC	IPBC Insurance-December 2019	23.64	
1003000	IPBC	IPBC Insurance-December 2019	216.07	
1003000	IPRF	Workers Compensation Insurance	457.10	
1003000	Novy, Karen E	PZC Meeting Attendance	25.00	
1003000	Pajor, Charles	PZC Meeting Attendance	25.00	
1003000	Stine, Rebecca	PZC Meeting Attendance	25.00	
1003000	Toshiba Financial Services	Copies/Copier Lease	144.12	
1003000	Verizon Wireless	Cell Phones/Direct Connect	76.67	
1003000	Verizon Wireless	Cell Phones/Direct Connect	75.77	
1003000	Verizon Wireless	iPads & Data Devices	14.81	

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1003000	Verizon Wireless	iPads and Data Devices	16.90	
1003000	Warehouse Direct	Cardstock, Envelopes, Folders	6.50	
1003000	Warehouse Direct	Labels, Folders, Misc Supplies	88.61	
1003000	Warehouse Direct	Sticky Notes, Pads, Pens	2.53	

Community Development **5,547.72**

Economic Development:

1003500	Call One	Phone Service-Dec 2019	18.64
1003500	Call One	Phone Service-Nov 2019	19.41
1003500	Call One	Phone Service-Oct 2019	19.43
1003500	ICSC	ReCon Conference Registration, 2 Staff	630.00
1003500	IPBC	IPBC Insurance-December 2019	1,360.20
1003500	IPBC	IPBC Insurance-December 2019	5.91
1003500	IPBC	IPBC Insurance-December 2019	96.63
1003500	IPRF	Workers Compensation Insurance	114.28
1003500	Toshiba Financial Services	Copies/Copier Lease	70.31
1003500	Verizon Wireless	Cell Phones/Direct Connect	41.46
1003500	Verizon Wireless	Cell Phones/Direct Connect	69.66
1003500	Verizon Wireless	iPads & Data Devices	9.70
1003500	Verizon Wireless	iPads and Data Devices	16.30
1003500	Warehouse Direct	Cardstock, Envelopes, Folders	1.61
1003500	Warehouse Direct	Labels, Folders, Misc Supplies	0.86
1003500	Warehouse Direct	Sticky Notes, Pads, Pens	0.63

Economic Development: **2,475.03**

Finance:

1004000	Call One	Phone Service-Dec 2019	74.52
1004000	Call One	Phone Service-Nov 2019	77.62
1004000	Call One	Phone Service-Oct 2019	77.66
1004000	Double Tree by Hilton	Lodging-IMTA Conference	262.08
1004000	Fedex	Overnight Postage	31.17
1004000	Gateway Svcs	CC Processing-Operating	15.70
1004000	GFOA	CAFR Award Application Fee	530.00
1004000	GFOA	PAFR Award Application	250.00
1004000	IPBC	IPBC Insurance-December 2019	4,270.49
1004000	IPBC	IPBC Insurance-December 2019	22.75
1004000	IPBC	IPBC Insurance-December 2019	380.12
1004000	IPRF	Workers Compensation Insurance	685.66
1004000	Lauterbach & Amen	Actuarial Report Preparation	2,500.00
1004000	Mandarin Garden	Meal-IMTA Conference	20.43
1004000	Matrix NPC Merchant	CC Processing-Operating	806.12
1004000	NOVAtime	Payroll Services	633.00
1004000	Shaw Suburban Media	Legal Advertising	975.00
1004000	That Burger Joint	Meal-IMTA Conference	10.94
1004000	Toshiba Financial Services	Copies/Copier Lease	230.56
1004000	Tyler Technologies, INC	Tyler Connect Registration	975.00
1004000	Tyler Technologies, INC	Tyler Connect Registration, 2 Staff	975.00
1004000	Vision Service Plan	Vision Insurance-Retirees	19.34
1004000	Warehouse Direct	Cardstock, Envelopes, Folders	79.67
1004000	Warehouse Direct	Credit for Folders Returned	-55.89
1004000	Warehouse Direct	Labels, Folders, Misc Supplies	5.19
1004000	Warehouse Direct	Sticky Notes, Pads, Pens	3.77

Finance Total: **13,855.90**

Information Technologies:

1004500	Amazon.com	Ergo Keyboard, Labels, Cables	138.83
1004500	Amazon.com	Surge Protectors, Extension Cords	114.45
1004500	Amazon.com	Trackball Mouse for PD	76.80
1004500	CDW Government, INC	10' Twinaxial Cable	1,122.00
1004500	CDW Government, INC	Credit for Returned Cable	-480.00
1000000	Cisco Webex	Annual Renewal	162.00 FY21
1004500	Cisco Webex	Annual Renewal	81.00
1004500	Comcast Corporation	Internet and Connection to Building	5,196.47
1004500	Fedex	Overnight Postage	37.38
1004500	Go Daddy	Transfer/Renewal of Domain	301.44
1000000	ILGISA	Annual Association Dues	43.32 FY21
1004500	ILGISA	Annual Association Dues	21.68
1004500	IPBC	IPBC Insurance-December 2019	1,360.20
1004500	IPBC	IPBC Insurance-December 2019	5.91
1004500	IPBC	IPBC Insurance-December 2019	96.63
1004500	IPRF	Workers Compensation Insurance	114.28

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1004500	Toshiba Financial Services	Copies/Copier Lease	435.08	
1004500	Tyler Technologies, INC	Tyler Connect Registration	975.00	
1004500	Verizon Wireless	Cell Phones/Direct Connect	30.75	
1004500	Verizon Wireless	Cell Phones/Direct Connect	59.64	
1004500	Verizon Wireless	Data Devices	63.25	
1004500	Verizon Wireless	iPads & Data Devices	67.11	
1004500	Verizon Wireless	IPads and Data Devices	75.51	
1004500	Verizon Wireless	IPads, Phones	7,883.73	
1004500	Warehouse Direct	Cardstock, Envelopes, Folders	1.61	
1004500	Warehouse Direct	Labels, Folders, Misc Supplies	0.86	
1004500	Warehouse Direct	Sticky Notes, Pads, Pens	0.63	
1004500	WebLinx, INC.	Nov Website Maintenance	175.00	

Information Technologies Total: **18,160.56**

Police:				
1005040	7-Eleven	Meal-Drug Recognition Class	2.86	
1005040	Amazon.com	Duty Boots	120.25	
1005040	Amazon.com	Fax Cartridge, PD	24.94	
1005040	Amazon.com	Fax Machine for PD Jail	186.29	
1005040	Amazon.com	Fax Toner, PD	14.23	
1005040	Amazon.com	Mat Cleaner, Tow Strap, Shackle Hitch	175.82	
1005030	Amazon.com	Tyvek Flat Envelopes	26.95	
1005030	Amazon.com	White Mailer Envelopes	7.99	
1005030	AT&T	Monthly POTS Lines	6,876.50	
1005040	Buffalo Wild Wings	Sgt Working Lunch	44.49	
1005030	Call One	Phone Service-Dec 2019	2,082.84	
1005030	Call One	Phone Service-Nov 2019	2,747.60	
1005030	Call One	Phone Service-Oct 2019	1,227.39	
1005030	Carterson Public Safety Group	Arson Case Management Class	325.00	
1005030	Cellebrite USA	Recertification Course	289.00	
1005040	College of Lake County	Meal-NEMRT Class	18.99	
1005030	Comcast Corporation	Monthly Digital TV Adapter	128.56	
1005030	Comcast Corporation	Monthly Digital TV Adapter	128.56	
1005030	Destihl	Meal-Police Academy Graduation, 4 Staff	78.19	
1005030	Dunkin Donuts	Snacks for NEMRT Class	22.96	
1005040	Ebay	Tire Gauge for Maintenance Bay	74.55	
1005030	Firehouse	Meal-PERC Class	10.44	
1005040	Five Guys	Meal-NEMRT Training	19.08	
1005030	Foremost Promotions	Badge Stickers, Safety Lights	453.12	
1005030	Foremost Promotions	Pencils, Bookmarks for Class Visits	248.42	
1005030	Giordano's	CPAAA Annual Appreciation Party	322.78	
1005030	Greek Kitchen	Meal-Childrens Hospital Followup	30.88	
1005040	Home Depot	3 Salt Bags	26.91	
1005040	Home Depot	C Batteries, 2 Packs	16.96	
1005030	Home Depot	Drop Cloths, Duct Tape	54.13	
1005040	Hummingbird Restaurant	Meal-Drug Recognition Class	16.94	
1005030	Huron St. Clair Parking	Parking-Lurie Children's Hospital	35.00	
1005030	IL Secretary of State	Vehicle Registration (Covert)	151.00	
1005040	IL Truck Enforcement Association	IL Impaired Driving Summit	50.00	
1005040	ILEAS	ILEAS Conference Registration, 2 Staff	200.00	
1005030	iMovR	Keyboard Tray	247.50	
1005030	Impact Networking LLC	Copy Paper	426.86	
1005030	IPBC	IPBC Insurance-December 2019	43,869.27	
1005030	IPBC	IPBC Insurance-December 2019	164.41	
1005030	IPBC	IPBC Insurance-December 2019	2,336.06	
1005040	IPBC	IPBC Insurance-December 2019	47,897.08	
1005040	IPBC	IPBC Insurance-December 2019	195.03	
1005040	IPBC	IPBC Insurance-December 2019	2,705.65	
1005030	IPRF	Workers Compensation Insurance	7,368.80	
1005030	Jewel Food Stores	Dish Soap, Qty 4	11.16	
1005030	Jewel Food Stores	Lunch Meeting with SD308 School Council	62.77	
1005030	Jimmy John's	Meal-PERC 21 Training	10.90	
1005030	LERMI	Annual LERMI Membership Dues	55.00	
1005030	Logan's Roadhouse	Meal-PERC 21 Training	20.91	
1005030	Los Potrillos	Meal-PERC 21 Training	15.79	
1005040	Map Auto	Fuel Tank Strap, Monthly Maintenance	443.20	
1005040	Map Auto	Monthly Vehicle Maintenance	646.93	
1005030	Master Uniform Mfg.	Records Clerks L/S Shirts	65.80	
1005040	McDonald's Oswego	Meal for Detainee	8.09	
1005040	McDonald's, LLC.	Meal-Health Training Class	9.82	
1005030	Meatheads	Meal-PERC 21 Training	12.77	

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1005030	Meijer, INC.	Criminal Justice Graduation Items	53.57	
1005040	Miner Electronics Co	Radio Repair, Sq 14 & 19	268.40	
1005030	Moe's	Meal-PERC 21 Training	7.63	
1005030	Moe's	Meal-PERC 21 Training	11.16	
1005040	Napa Auto Parts	Windshield Wipers, Sq 12	43.48	
1005040	Napa Auto Parts	Wipers for Sq 9	43.48	
1005030	Natl Council for Behavioral Health	Mental Health Training Manuals	343.10	
1005030	NIU Outreach	Civic Leadership Academy	79.00	
1005040	Oswego Cleaners	Hem 3 Pairs Pants	30.00	
1005030	Oswego Cleaners	Patch Changes	52.00	
1005040	Oswego Cleaners	Patch Changes	18.95	
1005040	Oswego Cleaners	Patch Replacement for CSO	27.90	
1005040	Oswego Fire Protection District	Gasoline - OFD Fuel Pump Usage	5,481.47	
1005040	Parent Petroleum, INC	Engine Oil for Squads	378.63	
1005030	Party City	Sternos, Chafing Set, Steam Pans	44.34	
1005030	Petty Cash-Police	Training Reimb, Notary Fee, Meeting	11.00	
1005030	Petty Cash-Police	Training Reimb, Notary Fee, Meeting	20.00	
1005040	Petty Cash-Police	Training Reimb, Notary Fee, Meeting	33.46	
1005030	Physicians Immediate Care	Hep B Vaccine	17.00	
1005030	Physicians Immediate Care	Monthly Random Drug Screens	38.00	
1005040	Pierce Tavern	Meal-ITOA Conference	38.70	
1005030	Pitney Bowes	Pitney Bowes Postage Machine	95.25	
1005040	Pomp's Tire Service, INC	Tires for Sq 04	502.04	
1005040	Pomp's Tire Service, INC	Tires for Sq 101	542.92	
1005040	Pomp's Tire Service, INC	Tires for Sq 11	562.96	
1005030	Portillo's	Meal-PERC 21 Training	11.61	
1005030	Potbelly Sandwich	Meal-PERC 21 Training	9.72	
1005030	Potbelly Sandwich	Meal-PERC 21 Training	11.17	
1005030	Ray O'Herron Co., INC	Glock Magazines, Qty 12	252.00	
1005030	Reserve Account	Replenish Postage	950.00	
1005040	Riverview Ford	Spare Key for Sq 20	11.58	
1005040	Rosati's Of Oswego	Sgt Working Lunch	50.97	
1005030	Southwest Airlines	Airfare-Tyler Connect Conference	235.96	
1005040	Streicher's	Duty Uniform Items	311.94	
1005040	Streicher's	Duty Uniform Purchases	811.91	
1005040	Streicher's	Hi-Gloss Shoes	62.80	
1005030	Streicher's	Misc Uniform Items	882.79	
1005040	Streicher's	Name Tags	72.85	
1005040	Streicher's	Name Tags	32.45	
1005030	Streicher's	Uniform Items	127.97	
1005040	Streicher's	Uniform Pants, Shirt	372.93	
1005040	Streicher's	Winter Hat	33.50	
1005030	Sunset Law Enforcement	Boxes of Ammunition, Various Calibers	512.24	
1005030	TLO Transunion	Monthly Services	68.10	
1005030	Toshiba Financial Services	Copies/Copier Lease	1,160.17	
1005030	Tyler Technologies, INC	Tyler Connect Registration	975.00	
1005030	USPS	Certified Postage	20.55	
1005030	USPS	Certified Postage	13.70	
1005030	USPS	Certified Postage	13.70	
1005030	USPS	Certified Postage	13.70	
1005030	USPS	Certified Postage	8.20	
1005040	USPS	Certified Postage	6.85	
1005030	USPS	Certified Postage	13.70	
1005030	USPS	Certified Postage	20.55	
1005030	USPS	Certified Postage	20.55	
1005030	USPS	Certified Postage	7.85	
1005030	USPS	Certified Postage	27.40	
1005030	USPS	Certified Postage	13.70	
1005030	Verizon Wireless	Cell Phones/Direct Connect	455.58	
1005030	Verizon Wireless	Data Devices	656.78	
1005030	Verizon Wireless	Data Devices	1,207.33	
1005030	Verizon Wireless	Monthly Cell Phones	1,341.69	
1005030	Verizon Wireless	Monthly Cell Phones	1,228.50	
1005030	Vision Service Plan	Vision Insurance-Retirees	200.08	
1005030	WalMart Stores Inc	Dishwashing Soap	33.94	
1005030	Warehouse Direct	2020 Desk Calendars	77.10	
1005030	Warehouse Direct	Paper Clips, Stapler, Misc Supplies	62.20	
1005030	Warehouse Direct	Scissors, Binders, Markers, Tape	70.33	
1005040	Wex Bank	Fuel for Fleet	600.94	
1005040	White Eagle Auto Body	Squad 8 Repair - Deductible	1,000.00	

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
			Police Total:	145,630.44
Public Works:				
1006050	AHW LLC	Chain Saw Parts	104.38	
1006030	Air One Equipment	Gloves for PW Employees	173.39	
1006050	Al Warren Oil Co, INC	Diesel Fuel for Fleet	792.60	
1006050	Al Warren Oil Co, INC	Diesel Fuel for Fleet	601.65	
1006050	Al Warren Oil Co, INC	Diesel Fuel for Fleet	727.82	
1006050	Al Warren Oil Co, INC	Gasoline for Fleet	472.48	
1006060	Alarm Detection Systems	PW-Quarterly Alarm Monitoring	1,554.99	
1006060	Amazon.com	Mat Cleaner, Tow Strap, Shackle Hitch	49.99	
1006060	Amazon.com	Microfiber Mop, Multi-Purpose Sprayer	82.97	
1006060	Amazon.com	Toilet Paper Dispenser-VH	77.82	
1006060	Amazon.com	Wireless Door Chime-PD	47.11	
1000000	American Public Works Association	Roads Scholar Program Registration	695.00	FY21
1006060	Andersen Plumbing/Heating	New PD - Test/Recertify Backflow Devices	659.70	
1006060	Andersen Plumbing/Heating	Old PD - Test/Recertify 1 RPZ	109.95	
1006060	Andersen Plumbing/Heating	PW - Test/Recertify 3 RPZs	164.92	
1006060	Andersen Plumbing/Heating	VH - Test/Recertify 5 RPZs	549.75	
1006060	ARCO Mechanical Equipment	PW - CO & NO2 Sensor Calibration	750.00	
1006020	ASFPM	Annual Membership Fees	55.00	
1006030	Batteries Plus	2-12V Batteries	469.90	
1006030	Batteries Plus	Batteries for Downtown Crosswalks	145.90	
1006030	Beverly Snow & Ice INC	Snow Removal	5,147.00	
1006030	Beverly Snow & Ice INC	Snow Removal	5,827.00	
1006030	Beverly Snow & Ice INC	Snow Removal	1,897.00	
1006040	Blain's Farm & Fleet	Garbage Can, Timer	13.99	
1006040	Blain's Farm & Fleet	Garbage Can, Timer	6.99	
1006050	Blain's Farm & Fleet	Tie-Downs/Chain for Leaf Vac	25.68	
1006050	Blain's Farm & Fleet	Trailer Jack	78.98	
1006010	Call One	Phone Service-Dec 2019	24.84	
1006010	Call One	Phone Service-Nov 2019	25.87	
1006010	Call One	Phone Service-Oct 2019	25.89	
1006050	CAT-Altorfer	Trans Fluid, Filters for Loader	1,946.68	
1006050	Certified Laboratories	Equipment Grease	483.01	
1006050	Certified Laboratories	Transmission Fluid	285.28	
1006010	Classic Industrial Supply	Hi-Vis Safety Shirts	330.90	
1006030	Classic Industrial Supply	Hi-Vis Winter Jacket Replacement	43.45	
1006050	Coffman Truck Sales	Plow Parts, #120	9.24	
1006030	Comed	1000 Station Dr, Park & Ride	239.48	
1006030	Comed	Master Account Street Lights	1,189.90	
1006030	Compass Minerals America	Bulk Road Salt	12,513.38	
1006030	Crescent Electric Supply	Street Light Bulbs	478.66	
1006030	Frost Electric Company	Street Light Repair	670.00	
1006030	Frost Electric Company	Street Light Repair	1,410.00	
1006030	Frost Electric Company	Street Light Repair	1,630.00	
1006030	Frost Electric Company	Street Light Repair	665.00	
1006030	Frost Electric Company	Street Light Repair	1,410.00	
1006030	Graybar Electric Co	150W Bulb	504.72	
1006030	Graybar Electric Co	175W Bulbs, Freight	396.80	
1006030	Graybar Electric Co	400W Bulbs	294.84	
1006030	Graybar Electric Co	Freight for Dec Order	20.00	
1006030	Graybar Electric Co	Fuses, Streetlight Holders	198.88	
1006030	Graybar Electric Co	Streetlight Bulbs & Parts	638.22	
1006030	Graybar Electric Co	Streetlight Bulbs & Parts	100.44	
1006030	Graybar Electric Co	Streetlight Bulbs & Parts	1,050.00	
1006030	Graybar Electric Co	Streetlights, Fuses, Cells	1,386.84	
1006030	Habryl, MaryLou	Damaged Mailbox Reimbursement	75.00	
1006060	Home Depot	32-T8 Lamps	59.81	
1006060	Home Depot	3M Strips, Hooks-VH	8.26	
1006060	Home Depot	4 Broom Handles	27.92	
1006030	Home Depot	7 Buckets, 6 Litter Pickers	142.57	
1006030	Home Depot	Antifreeze, Headlamps	39.94	
1006060	Home Depot	Antifreeze, Headlamps	19.94	
1006060	Home Depot	Bits for Tile	51.94	
1006060	Home Depot	Ceiling Tiles	122.55	
1006010	Home Depot	Extension Cords for Xmas Lights	59.40	
1006060	Home Depot	Flex 3/4, Coupling, Cement, Credit	6.45	
1006030	Home Depot	GFI Outlet for Street Pole	33.76	
1006010	Home Depot	Hand Warmers, Batteries for Staff	30.91	
1006050	Home Depot	Key Drop Box	49.97	
1006060	Home Depot	Laundry Soap for Shop	26.97	

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006030	Home Depot	LED Lamps	8.32	
1006030	Home Depot	Material for Sawhorse Barricades	295.06	
1006040	Home Depot	Rakes for Leaf Collection	147.74	
1006040	Home Depot	Rakes for Leaf Collection	91.84	
1006060	Home Depot	Salt Dome Repair Items	29.70	
1006060	Home Depot	Screws, Anchors, Hooks	66.44	
1006030	Home Depot	Sign Shop Supplies	9.11	
1006030	Home Depot	Wheel for Rope Cart	30.46	
1006010	Home Depot	Xmas Lights-VH	39.96	
1006010	Home Depot	Zip Ties	35.63	
1006030	Home Depot	Zip Ties	57.82	
1006010	IL Secretary of State	CDL Renewal	66.46	
1006010	IL Secretary of State	Notary Application Fee	10.00	
1006060	ILLCO, INC.	HVAC Belts	318.59	
1006010	Imagination Print & Design	Hi-Vis Shirt Printing	164.40	
1006060	Imperial Service Systems	PD-Monthly Cleaning Services	3,276.00	
1006060	Imperial Service Systems	VH-Monthly Cleaning Services	1,886.00	
1006050	Interstate Battery	Batteries for Backhoe, Leaf Vac	239.90	
1006010	Intl Society of Arboriculture	Annual Membership Renewal	175.00	
1006040	Intl Society of Arboriculture	Annual Membership Renewal	180.00	
1006010	IPBC	IPBC Insurance-December 2019	3,033.58	
1006010	IPBC	IPBC Insurance-December 2019	10.59	
1006010	IPBC	IPBC Insurance-December 2019	188.99	
1006020	IPBC	IPBC Insurance-December 2019	1,666.86	
1006020	IPBC	IPBC Insurance-December 2019	6.97	
1006020	IPBC	IPBC Insurance-December 2019	71.45	
1006030	IPBC	IPBC Insurance-December 2019	3,557.20	
1006030	IPBC	IPBC Insurance-December 2019	15.58	
1006030	IPBC	IPBC Insurance-December 2019	202.22	
1006040	IPBC	IPBC Insurance-December 2019	3,712.58	
1006040	IPBC	IPBC Insurance-December 2019	18.78	
1006040	IPBC	IPBC Insurance-December 2019	258.67	
1006050	IPBC	IPBC Insurance-December 2019	1,721.79	
1006050	IPBC	IPBC Insurance-December 2019	7.78	
1006050	IPBC	IPBC Insurance-December 2019	122.12	
1006060	IPBC	IPBC Insurance-December 2019	958.73	
1006060	IPBC	IPBC Insurance-December 2019	10.32	
1006060	IPBC	IPBC Insurance-December 2019	51.56	
1006030	IPRF	Workers Compensation Insurance	1,462.73	
1006010	Jewel Food Stores	Dish Soap, Cake, Paper Goods	81.03	
1006060	Jewel Food Stores	Dish Soap, Cake, Paper Goods	2.29	
1006050	Jims Truck Inspections	Inspection, #14	38.85	
1006050	Jims Truck Inspections	Inspection, #19	40.95	
1006050	Kimball-Midwest	Brine Tank Fittings	28.02	
1006050	Kimball-Midwest	Clamp for #106	28.30	
1006050	Kimball-Midwest	Flange Bolts for Shop Bin Stock	23.50	
1006050	Kimball-Midwest	Shop Bin Stock	758.10	
1006050	Kimball-Midwest	Shop Bin Stock	308.28	
1006050	Kimball-Midwest	Shop Bin Stock	850.55	
1006050	Kimball-Midwest	SS Steel Bolts for Vehicles	66.40	
1006050	Kimball-Midwest	Trailer Connectors, Hose	197.02	
1006050	Kimball-Midwest	Trailer Light Socket	154.14	
1006050	Kimball-Midwest	Wing Nuts for Brine Tank	71.82	
1006050	Map Auto	Door Switch, #108	3.81	
1006050	Map Auto	Fuel Tank Strap, Monthly Maintenance	235.90	
1006010	Menards, INC.	Bows for Downtown Decorations	74.50	
1006010	Menards, INC.	Christmas Lights	186.69	
1006050	Miner Electronics Co	Radio Install, #122	232.90	
1006010	N M Tripp Insurance	Notary Bond, MS	30.00	
1006050	NAPCO Steel	Steel for Back-Up Cameras	115.00	
1006060	Nedrow Decorating	New PD-Painted Steel Column	440.00	
1006060	Nicor Gas	Natural Gas Service-Old PD	1,256.31	
1006060	Nicor Gas	Natural Gas Service-VH	732.67	
1006040	Niles, Rich	Chain Sharpening	144.00	
1006010	Northern Safety Co., INC	Safety Glasses	134.62	
1006050	O'Reilly Auto Parts	Monthly Vehicle Maintenance	2,285.84	
1006060	Orkin Pest Control	VH-Quarterly Pest Control	361.40	
1006060	Oswego Ace Hardware	Ball Valve, Nipples for Air	19.56	
1006030	Oswego Ace Hardware	Batteries for Flashers	27.98	
1006060	Oswego Ace Hardware	Batteries, Flushers, GFI Outlet	38.98	
1006030	Oswego Ace Hardware	Cord, Power Cord for Downtown Lights	46.97	

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006010	Oswego Ace Hardware	GFI Receiptple for Decorations	22.99	
1006030	Oswego Ace Hardware	Hardware for Barricades	37.57	
1006030	Oswego Ace Hardware	Hardware for Barricades	6.80	
1006050	Oswego Ace Hardware	Map Gas for Torch	12.99	
1006050	Oswego Ace Hardware	Shackles for Leaf Vac	15.98	
1006050	Overhead Material Handlers	Crain and Chain Inspection	610.65	
1006050	Parent Petroleum, INC	DEF Fluid	111.00	
1006050	Pomp's Tire Service, INC	Credit from Returned Items	-43.00	
1006050	Pomp's Tire Service, INC	Rear Drive Tires, #20	1,376.16	
1006050	Pomp's Tire Service, INC	Rims for Trailer	65.04	
1006050	Pomp's Tire Service, INC	Tires #126, Returned Tires	55.76	
1006050	Pomp's Tire Service, INC	Tires for #10	1,371.16	
1006050	Pomp's Tire Service, INC	Tires for Leaf Vac 57	119.42	
1006050	Pomp's Tire Service, INC	Tires, #1, Rim	1,451.16	
1006050	Pomp's Tire Service, INC	Tires, #126 & 108, Disposal	1,287.04	
1006060	Raynor Door Authorities	New PD - Overhead Door Repair	244.00	
1006050	Riverview Ford	Trailer Light Bracket, #109	29.66	
1006050	Riverview Ford	Vehicle Service, Sq 27	351.80	
1006010	Rosati's Of Oswego	Retirement Party Luncheon	239.16	
1006050	Rush Truck Center	Brake Chamber, #21	65.90	
1006050	Rush Truck Center	Drivers Seat, #18	445.00	
1006050	Rush Truck Center	Drivers Seat, #18, Returned Seat	41.90	
1006050	Rush Truck Center	Mirror Bracket, #11	64.90	
1006050	Rush Truck Center	Mirror Bracket, #11	219.90	
1006050	Rush Truck Center	Mirror Bracket, #11	219.90	
1006050	Rush Truck Center	Upper Mirror Bracket for #11	155.00	
1006010	Sara Glove	Hard Hat	21.95	
1006030	Sara Glove	Hard Hat	21.90	
1006010	Sara Glove	Hard Hats	43.90	
1006060	Security Builders Supply	PW - Door Lock Repair	290.00	
1006010	Shaw Suburban Media	Legal Advertising	125.86	
1006060	SJ Carlson Fire Protection	New PD-Annual Fire Sprinkler Testing	401.00	
1006060	SJ Carlson Fire Protection	PW-Annual Fire Sprinkler Testing	274.00	
1006060	SJ Carlson Fire Protection	VH-Annual Fire Sprinkler Testing	655.00	
1006050	Standard Equipment Corp	Boom, Down Switch	904.93	
1006050	Standard Equipment Corp	Leaf Vac Pump	805.98	
1006050	Standard Equipment Corp	Limit Switch for Vac 57	80.19	
1006050	Standard Equipment Corp	Pump/Caster for Leaf Vac	1,265.63	
1006030	Standard Equipment Corp	Wireless Headsets-Safety Grant	5,910.00	
1006050	State Chemical Solutions	Liquid Absorbant Pads	413.82	
1006030	Stonehill Landscaping	Plow/Salt Culdesacs	38,616.00	
1006030	Superior Asphalt Materials	3.22 Tons Cold Patch	450.80	
1006050	Swenson Truck Equipment	Chain for Salt Spreader	394.00	
1006060	Thompson Elevator Inc	VH - Elevator Certificate	7.00	
1006010	Toshiba Financial Services	Copies/Copier Lease	109.54	
1006030	Traffic Control & Protection	LED Flashers for Stop Sign	213.00	
1006030	Traffic Control & Protection	Pedestrian Light-Washington St	1,974.00	
1006030	Traffic Control & Protection	Sign Supplies	736.15	
1006030	Traffic Control & Protection	Telspar Posts	813.75	
1006050	Verizon Connect NWF	GPS Service	466.63	
1006030	Verizon Wireless	Cell Phones/Direct Connect	837.43	
1006030	Verizon Wireless	iPads & Data Devices	-1.95	
1006030	Verizon Wireless	IPads and Data Devices	16.30	
1006040	Villas at Southbury	Refund: Two 50/50 Trees	264.00	
1006010	Vision Service Plan	Vision Insurance-Retirees	38.68	
1006060	Warehouse Direct	Cardstock, Envelopes, Folders	142.70	
1006060	Warehouse Direct	Credit-Returned Toilet Paper	-166.00	
1006010	Warehouse Direct	File Box, Notebooks, Misc Supplies	186.88	
1006010	Warehouse Direct	Folders, Organizer, Sharpies, Paper	72.59	
1006060	Warehouse Direct	New PD - 6 Cases Toilet Paper	281.94	
1006060	Warehouse Direct	New PD - TP, Paper Towels	92.49	
1006060	Warehouse Direct	Pens, Sticky Notes, Misc Supplies	152.35	
1006060	Warehouse Direct	Shoe Covers, Files, Towels, Pens	211.16	
1006060	Warehouse Direct	Sticky Notes, Pads, Pens	88.76	
1006060	Warehouse Direct	Vacuum Bags, Paper Towels, TP	365.62	
1006060	Warehouse Direct	VH-Folders, Tabs, Correction Tape	17.69	
1006040	Western Gradall	Leaf Collection Assistance	11,782.50	
1006050	Wholesale Direct Inc	Wiper Blades for Fleet	292.06	
1006060	Wm F Meyer Co	3 Electric Modules	456.54	

Public Works Total: 161,937.59

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
			General Fund Total:	416,756.12
Water & Sewer Fund:				
5006070	Al Warren Oil Co, INC	Diesel Fuel for Fleet	968.73	
5006070	Al Warren Oil Co, INC	Diesel Fuel for Fleet	735.34	
5006070	Al Warren Oil Co, INC	Diesel Fuel for Fleet	889.56	
5006070	Al Warren Oil Co, INC	Gasoline for Fleet	577.48	
5006070	Andersen Plumbing/Heating	PW - Test/Recertify 3 RPZs	164.93	
5006070	Andersen Plumbing/Heating	Wells 3,4,6,7,8,11 Test & Recertify	659.70	
5006070	Call One	Phone Service-Dec 2019	1,234.44	
5006070	Call One	Phone Service-Nov 2019	1,237.93	
5006070	Call One	Phone Service-Oct 2019	1,243.19	
5006070	Comed	1613 Rt 34 Booster 2	329.92	
5006070	Comed	378 Ogden Falls Blvd Well 7	1,473.10	
5006070	Comed	405A Chicago Rd Pump Valve Well 2	21.58	
5006070	Comed	Master Account Lift Stations	602.96	
5006070	Eaton Corporation	Final ATS Inspection Well 11	1,800.00	
5006070	FNBO	UB Processing Fees-Auto CC	45.00	
5006070	Fox Valley Sewer Services	Lift Station, Sewer Backup	972.50	
5006070	Gateway Svcs	CC Processing-Online Payments	12.80	
5006070	Home Depot	Air Freshener for #03	6.94	
5006070	Home Depot	Booster 2 Pressure Line	20.56	
5006070	Home Depot	Drill Bit Kit Replacement	24.97	
5006070	Home Depot	Saw Blades	22.69	
5006070	Home Depot	Step Stool for Wells	69.96	
5006070	Home Depot	Wrench, Screwdriver for Hydrants & Truck	18.14	
5006070	IPBC	IPBC Insurance-December 2019	15,848.66	
5006070	IPBC	IPBC Insurance-December 2019	84.51	
5006070	IPBC	IPBC Insurance-December 2019	1,067.89	
5006070	IPRF	Workers Compensation Insurance	1,279.89	
5006070	Matrix NPC Merchant	Pmt Processing-Water Online Payments	2,839.23	
5006070	Metropolitan Industr	Punt Club Pump Installation	700.00	
5006070	Northern Safety Co., INC	Safety Glasses	134.63	
5006070	Office Depot	Notebooks for Utility Personnel	11.18	
5006070	Oswego Ace Hardware	Acid, Hose for Well 4	35.57	
5006070	Oswego Ace Hardware	Small Engine Oil	26.94	
5006070	Overhead Material Handlers	Chain for Water Dept	196.91	
5006070	Sara Glove	Hard Hats	65.85	
5006070	Third Millennium	Regular Utility Bill Printing	1,396.49	
5006070	Third Millennium	Regular Utility Bill Postage	2.20	
5006070	Third Millennium	Shut-Off Notice Printing	294.53	
5006070	Toshiba Financial Services	Copies/Copier Lease	109.54	
5006070	Tyler Technologies, INC	Tyler Connect Registration, 2 Staff	975.00	
5006070	USA Blue Book	Parts for CL2 Booster Pump, Well 8	993.19	
5006070	USPS	Postage for Shut Off Notices	762.37	
5006070	Vanco Services	UB Processing-E-Checks	271.22	
5006070	Verizon Wireless	Cell Phones/Direct Connect	568.77	
5006070	Verizon Wireless	Cell Phones/Direct Connect	837.43	
5006070	Verizon Wireless	iPads & Data Devices	42.63	
5006070	Verizon Wireless	iPads and Data Devices	48.91	
5006070	Verizon Wireless	SCADA Data	704.74	
5006070	Verizon Wireless	SCADA Data	725.02	
5006070	Warehouse Direct	File Box, Notebooks, Misc Supplies	36.53	
5006070	Warehouse Direct	Folders, Organizer, Sharpies, Paper	91.46	
5006070	Water Products Co	Couplings, Curb Stop	748.09	
			Water & Sewer Fund:	<u>44,031.80</u>
Water & Sewer Capital Fund:				
5106070	RJN Group, INC	Sanitary Sewer Inspection & Cleaning	4,943.60	
5106070	Water Services Co of Illinois	Water Meter Installation	24,324.40	
			Water & Sewer Capital Fund:	<u>29,268.00</u>
Capital Fund:				
3003000	Alfred Benesch & Company	Wolf's Crossing Phase 1	2,794.66	
3003000	IL Department of Transportation	US 30/Harvey Road Construction	17,096.11	
3003000	Jewel Food Stores	Snacks for ERP Training	71.50	
3003000	Kasper & Nottage, PC	Lobbyist Fees	7,000.00	
3003000	LTD Technology	35-Ton Crane w/Manbasket, Travel	1,375.00	
3003000	Tyler Technologies, INC	ERP Implementation Phase 4	1,280.00	
			Capital Fund:	<u>29,617.27</u>
Vehicle Fund:				

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
6001000	Fleet Safety Supply	Emergency Equipment for New Squad	8,927.86	
				Vehicle Fund: <u>8,927.86</u>
Garbage Fund:				
5606010	Groot Industries, INC	Garbage Services	215,689.36	
				Garbage Fund: <u>215,689.36</u>
Special Events Fund:				
2302000	Amazon.com	Jingle Bells for Xmas Walk	67.93	
2302000	Aries Charter Transportation	Xmas Walk Trolleys, Final Pmt	2,437.50	
2302000	Bounce Town	Obstacle Course Rental, Xmas Walk	465.50	
2302000	Cheesies Truck	Refund Xmas Walk Deposit	150.00	
2302000	Chick-Fil-A	Refund Xmas Walk Deposit	150.00	
2302000	Cupcakes for Courage	Refund Xmas Walk Deposit	150.00	
2302000	Dominos Pizza	Refund Xmas Walk Deposit	150.00	
2302000	Facebook	Xmas Walk Advertising	14.15	
2302000	Fox Valley Park District	Showmobile Rental, Xmas Walk	1,275.00	
2302000	Genoa Italian Concessions	Refund Xmas Walk Deposit	150.00	
2302000	Grand Rental Station	Portable Sound System Rental	267.00	
2302000	Hahns Bakery	Refund Xmas Walk Deposit	150.00	
2302000	Happy Lobster Truck	Refund Xmas Walk Deposit	150.00	
2302000	Home Depot	Credit for Returned Lights	-39.96	
2302000	Home Depot	Solar Lights for Xmas Walk Trolley	119.88	
2302000	Home Depot	Staples, Xmas Walk	22.02	
2302000	Home Depot	Wreath, Velcro for Xmas Walk	40.92	
2302000	Meijer, INC.	Candy for Xmas Walk Games	78.88	
2302000	Meijer, INC.	Credit for Unopened Candy	-55.40	
2302000	Menards, INC.	Credit-Returned Decorations	-86.98	
2302000	Menards, INC.	Decorations, Lights-Xmas Walk	112.96	
2302000	Mokelke, Becky	Xmas Walk Photography Coverage	437.50	
2302000	My Funnel	Refund Xmas Walk Deposit	150.00	
2302000	Office Depot	Box Sheet Protectors for Parking Signs	19.99	
2302000	Oriental Trading	Prizes for Xmas Walk	108.77	
2302000	Oswego Ace Hardware	Batteries for Xmas Walk	15.18	
2302000	Oswego Ace Hardware	Decorations for Xmas Walk	127.92	
2302000	Oswego Ace Hardware	Gloves, Batteries-Xmas Walk	61.93	
2302000	Oswego Comm Unit School Dist 308	Rental of OHS/Traughber Parking Lot	160.00	
2302000	Sears	12" Signal Wand Light-Xmas Walk	82.35	
2302000	Shaw Suburban Media	Legal Advertising	407.00	
2302000	Taco Movil, INC	Refund Xmas Walk Deposit	150.00	
2302000	Verizon Wireless	Data Devices	53.58	
2302000	Verizon Wireless	IPads, Phones	208.12	
2302000	Village Grind	Refund Xmas Walk Deposit	150.00	
2302000	Village Grind	Snacks for Lit Fest	159.50	
2302000	Village of Oswego	Petty Cash for Lunafest	550.00	
2302000	WalMart Stores Inc	Xmas Walk Supplies, Tree Lighting	104.73	
				Special Events Fund: <u>8,715.97</u>
Subdivision Escrow Fund:				
9000000	Calatlantic/Lennar	Bond Refund-251 Lakeshore Dr	250.00	
9000000	Calatlantic/Lennar	Bond Refund-251 Lakeshore Dr	1,000.00	
9000000	Calatlantic/Lennar	Bond Refund-251 Lakeshore Dr	2,000.00	
9000000	Calatlantic/Lennar	Bond Refund-253 Lakeshore Dr	250.00	
9000000	Calatlantic/Lennar	Bond Refund-253 Lakeshore Dr	1,000.00	
9000000	Calatlantic/Lennar	Bond Refund-253 Lakeshore Dr	2,000.00	
9000000	K. Hovnanian Homes	Bond Refund-161 Willowwood	250.00	
9000000	K. Hovnanian Homes	Bond Refund-161 Willowwood	1,000.00	
9000000	K. Hovnanian Homes	Bond Refund-161 Willowwood	2,000.00	
9000000	K. Hovnanian Homes	Bond Refund-182 N Willowwood	1,000.00	
9000000	K. Hovnanian Homes	Bond Refund-182 N Willowwood	1,000.00	
9000000	K. Hovnanian Homes	Bond Refund-407 Fanad Ct	250.00	
9000000	K. Hovnanian Homes	Bond Refund-407 Fanad Ct	1,000.00	
9000000	K. Hovnanian Homes	Bond Refund-407 Fanad Ct	2,000.00	
9000000	McCue Builders	Bond Refund-5022 Carpenter Ave	250.00	
9000000	McCue Builders	Bond Refund-5022 Carpenter Ave	1,000.00	
9000000	McCue Builders	Bond Refund-606 Bloomfield Ct	250.00	
9000000	McCue Builders	Bond Refund-606 Bloomfield Ct	1,000.00	
9000000	McCue Builders	Bond Refund-610 Abington Dr	250.00	
9000000	McCue Builders	Bond Refund-610 Abington Dr	1,000.00	
9000000	McCue Builders	Bond Refund-610 Abington Dr	1,080.00	
9000000	McCue Builders	Bond Refund-610 Abington Dr	2,000.00	

**Village of Oswego
Bill List
February 4, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
9000000	Shaw Suburban Media	Legal Advertising	79.98	
				Sub Escrow Fund: <u>21,909.98</u>
Agency Fund:				
1009999	City Of Aurora	Sales Tax Rebate	5,792.59	
1009999	Longhorn Steakhouse	Sales Tax Rebate	3,208.06	
1009999	WalMart Stores Inc	Sales Tax Rebate	75,818.83	
				Agency Fund: <u>84,819.48</u>
TIF Fund:				
2503500	Amazon.com	Antenna Cables, Power Strip, TIF	100.20	
2503500	Ancel, Glink, Diamond, Bush, DiCianni	Legal Services	3,880.00	
2503500	Fedex	Overnight Postage	23.11	
2503500	Home Depot	Screws, Drill Bits for TIF Camera	17.88	
2503500	Kane, McKenna & Associates	Downtown TIF Contract Services	575.00	
2503500	Polycase	NEMA Case for TIF Camera	178.17	
2503500	Verizon Wireless	IPads, Phones	92.52	
				TIF Fund: <u>4,866.88</u>
Other General Fund:				
1000000	I.U.O.E. Local 150	Union Dues	952.08	
1000000	I.U.O.E. Local 150	Union Dues	32.00	
1000000	I.U.O.E. Local 150	Union Dues	211.86	
1000000	I.U.O.E. Local 150	Union Dues	952.08	
1000000	I.U.O.E. Local 150	Union Dues	32.00	
1000000	I.U.O.E. Local 150	Union Dues	211.86	
1000000	IPBC	IPBC Insurance-December 2019	25,989.59	
1000000	IPBC	IPBC Insurance-December 2019	2,054.85	
1000000	Vision Service Plan	Vision Insurance	304.78	
1000000	Vision Service Plan	Vision Insurance	1,959.42	
1000000	Vision Service Plan	Vision Insurance-Retirees	32.68	
				Other General Fund: <u>32,733.20</u>
				Grand Total: <u><u>897,335.92</u></u>



AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: February 4, 2020
SUBJECT: CMAP Technical Assistance Agreement Unified Development Ordinance

ACTION REQUESTED:

Resolution approving an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning (CMAP) to update the Village’s Zoning Ordinance and Subdivision Regulations to create a Unified Development Ordinance.

BOARD/COMMISSION REVIEW:

NA

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
NA		

DEPARTMENT: Community Development

SUBMITTED BY: Rod Zenner, Community Development Director

FISCAL IMPACT: \$30,000 (\$15,000 FY 2020/\$15,000 FY 2021) cost to the Village, and an additional \$70,000 - \$90,000 in costs to be covered by CMAP via grant.

BACKGROUND:

The Village utilizes two main sets of requirements for the development of property within the Village of Oswego. These are the Zoning Ordinance and the Subdivision and Development Regulations.

The Zoning Ordinance lists permitted and special uses within each of the various zoning districts and establishes bulk regulations, such as height and setback requirements. This Ordinance has existed for several decades and has been amended from time to time to address specific issues that come before the Village that either the Ordinance did not address or to change the regulations within the Ordinance.

The Subdivision and Development regulations provides the technical aspects for development including right-of-way design, engineering requirements, and various construction detail specifications. This Ordinance was last updated in 2008.

DISCUSSION:

The Village is looking to update both of these regulations and to create a single Unified Development Ordinance (UDO) to provide the development community with a single document to determine the rules and regulations for development within the Village of Oswego. In the Spring of 2019, the Village applied to the Chicago Metropolitan Agency for Planning (CMAP) to participate in their Local Technical Assistance program to assist in the creation of this new Unified Development Ordinance. The Village has participated in other Local Technical Assistance programs in the past including the Shared Services analysis and an Economic Development Analysis.

The Village's proposal to CMAP was to develop a Unified Development Ordinance that incorporates the Village's Zoning Ordinance and Subdivision and Development Regulations. The new Ordinance would update the Zoning Ordinance and Development Regulations by incorporating principles of best management practices for new development, consider environmental impacts and mitigating techniques for new development, and to strategically grow consistently with the goals and objectives of the Village's 2015 Comprehensive Plan. The Ordinance would consider process changes that could simplify the development process. It would also provide opportunity to establish regulations to assist the redevelopment of the Downtown.

The Village learned that CMAP had selected Oswego as a recipient of their assistance program. For consideration by the Village Board is an intergovernmental agreement between the Village and CMAP for the development of the UDO. The project could take up to 24 months to complete and will include participation of the Village, residents, and the development community in drafting of the new regulations. The total project cost is estimated to be between \$100,000 and \$120,000. The Village is being asked to provide a total \$30,000 over two payments of \$15,000 each plus staff assistance as the Village's contribution. The remainder of the cost will be covered by CMAP.

RECOMMENDATION:

Staff recommends approval of the resolution to accept planning technical assistance services delivered by the Chicago Metropolitan Agency for Planning.

ATTACHMENTS:

- Resolution
- Exhibit A Intergovernmental Agreement

RESOLUTION NO. 20 - R - ____

**INTERGOVERNMENTAL AGREEMENT
FOR
VILLAGE OF OSWEGO UNIFIED DEVELOPMENT ORDINANCE**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village Oswego (“the Village”) has applied for technical assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”), for the Unified Development Ordinance project; and

WHEREAS, the Village’s request for such assistance has been recommended by CMAP as a priority project; and

WHEREAS, CMAP adopted the ON TO 2050 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing technical assistance as a means of advancing the plan’s implementation and CMAP priorities; and

WHEREAS, the Village and CMAP have agreed on the Intergovernmental Agreement (“IGA”), attached hereto as Exhibit A, that will guide technical assistance services to be provided by CMAP.

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. APPROVAL OF AGREEMENT

The Village of Oswego supports the Unified Development Ordinance project and hereby authorizes the Village Administrator to execute the Intergovernmental Agreement attached hereto as Exhibit “A” (“IGA”); and

Pursuant to the provisions of the IGA, the Village Board accepts the offer of staff assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of ON TO 2050 and other CMAP priorities; and

Pursuant to the provisions of the IGA, the Village Board agrees to pay CMAP the local financial contribution in the amount of \$30,000.

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this __ day of __ 2020.

JAMES MARTER _____ LUIS PEREZ _____
TERRY OLSON _____ JUDY SOLLINGER _____
PAM PARR _____ BRIAN THOMAS _____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ____ day of ____ 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

DRAFT

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**INTERGOVERNMENTAL AGREEMENT
FOR
VILLAGE OF OSWEGO UNIFIED DEVELOPMENT ORDINANCE**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the ___ day of _____ 2020, and thereafter approved by the Village President on the ___ day of _____ 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

EXHIBIT A

Contract # LTA-20-0015

Intergovernmental Agreement For Village of Oswego Unified Development Ordinance

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and The Village of Oswego, herein called the GOVERNMENTAL BODY. The purpose of this agreement is to facilitate technical assistance to the Village of Oswego to develop a Unified Development Ordinance (UDO) for the village which incorporates the regional ON TO 2050 principals of resiliency, inclusive growth and prioritized investment (hereinafter "PROJECT") with a local contribution in the amount of \$30,000. This contribution will be provided in two separate payments of \$15,000, the first payment due by April 30, 2020 and the second payment due prior to April 30, 2021.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

Signature	Type or Print name of Authorized Representative	Date
-----------	---	------

Attest:

Signature	Type or Print Name	Date
-----------	--------------------	------

For CMAP:

Erin Aleman Executive Director	Attest Signature	Date
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-
- Part 1 Scope/Compensation/Term
 - Part 2 General Conditions
 - Part 3 Responsibilities
 - Part 4 Local Contribution

Part 1: Scope/Compensation/Term

1. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.

2. Compensation and Method of Payment. Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds shall be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.: [REDACTED]

Bank ACH Routing No.: [REDACTED]

CMAP email address for confirmation: [REDACTED]

3. Tax Identification Number.

CMAP certifies that:

- a) The number shown on this form is a correct taxpayer identification, **and**
- b) It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
- c) It is a U.S. entity (including a U.S. resident alien).

Name: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: [REDACTED]

DUNS No.: [REDACTED]

Legal Status: Local Government

4. Term of Agreement. The term of this Agreement shall be five (5) years from the date of execution unless terminated earlier as provided for in Paragraph 11 "Termination" herein.

5. Amendments. All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval, procedural guidelines, and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

1. Complete Agreement. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications regarding this PROJECT. The validity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement

- a) CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and the GOVERNMENTAL BODY's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- b) CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by both parties are expressly stated in this Agreement.
- c) Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.
- d) Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.
- e) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

3. Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease in appropriation.

4. Allowable Charges. No expenditures or charges shall be included in the cost of the PROJECT that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the PROJECT; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the PROJECT, who devote official time directly to the PROJECT under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the PROJECT are maintained by CMAP may be considered as proper costs of the PROJECT to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

5. Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.

6. Access to Records. CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

- a) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- b) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- c) CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
 - 1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

7. Procurement Procedures. All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

- a) Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
- b) Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
- c) Records. CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d) No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

8. Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.

9. Method of Payment. PROJECT expenditures are paid directly from federal, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROJECT expenditures when applicable, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support PROJECT-related expenditures.

10. Suspension. If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with Paragraph 11 "Termination" herein.

11. Termination.

- a) This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
- b) Upon notice of termination by either party, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

- c) **No Further Liability.** Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

12. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

13. Equal Employment Opportunity. The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

15. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. Prohibited Interest.

1. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the PROJECT objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.

2. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
3. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

17. Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

18. Ownership of Documents/Title of Work. All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

19. Publication. CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.

20. Confidentiality Clause. Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.

21. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.

22. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

23. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

24. Independent Contractors. Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor's shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters

25. Federal, State and Local Laws. CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.

26. Hold Harmless and Indemnity. Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

27. Equal Employment Opportunities -- Affirmative Action Sexual Harassment. CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

28. International Boycott. The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

29. Forced Labor. The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

30. Subcontracts. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during procurement negotiations. Contractors and subcontractors, and any substitutions in or additions to such subcontractors, associates or contractors, will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

All contracts and subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

The Contractor, if any, may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

Part 3: Responsibilities

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

1. Project Charter. The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as "ATTACHMENT 1". Changes to the project charter must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.

2. Scope of Work. Following enacting this IGA, CMAP and GOVERNMENTAL BODY will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either CMAP or the GOVERNMENTAL BODY, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.

- a) CMAP and GOVERNMENTAL BODY shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.

- b) All work performed by LTA staff must be related to the scope of work.

3. Roles and Relationship. CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- a) CMAP shall assign staff to work with local governments and the community as part of the Local Technical Assistance program.

- b) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for LTA staff.

- c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.

- d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.
- e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with GOVERNMENTAL BODY.
- f) CMAP is responsible for assigning relevant LTA staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).
- g) GOVERNMENTAL BODY understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.

4. Access to resources. LTA staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The GOVERNMENTAL BODY will provide CMAP access to data as follows:

- a) The GOVERNMENTAL BODY will provide access to relevant staff who will need to be involved in the PROJECT, and will ensure that they allocate sufficient time to the PROJECT.
- b) The GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.
- c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.

5. Demonstration of local support. GOVERNMENTAL BODY agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.

- a) The GOVERNMENTAL BODY shall be responsible for working with CMAP to identify members for a steering committee or similar oversight group.
- b) If public outreach is a component of the PROJECT, the GOVERNMENTAL BODY agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

6. Project management and review. CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the PROJECT proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the consultant, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any; at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

- a) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.
- b) In order to maintain PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
- c) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.

Part 4. Local Contribution

The GOVERNMENTAL BODY will be responsible for a contribution in the amount of \$30,000 provided in two separate payments of \$15,000, which will be deposited in the Local Technical Assistance Contribution Fund.

The Local Technical Assistance Contribution Fund supports the development and promotion of the goals and policies of the Regional Comprehensive Plan. The contribution shall be expended to address the development and transportation challenges in the northeastern Illinois region and to support those functions and programs consistent with the Regional Planning Act (70 ILCS 1707). This includes but is not limited to technical assistance programs, policy development, research and data collection, public engagement, and planning in areas such as land use, housing, economic development, preservation of natural resources, transportation, water supply, flood control, sewers, and governance in the form of model ordinances and best practices that may be enacted by local governments.

CMAP will invoice the GOVERNMENTAL BODY and the first payment will be due by April 30, 2020 and the second payment due by April 30, 2021. The invoice will be sent to the person listed on "ATTACHMENT 2" herein.

ATTACHMENT 1:

Project Charter

Project Title: Village of Oswego Unified Development Ordinance	CMAP Project Number: LTA-20-0015
Sponsor: Village of Oswego	
Assistance Description: Technical assistance to the Village of Oswego to develop a Unified Development Ordinance (UDO) for the village which incorporates the regional ON TO 2050 principles of resiliency, inclusive growth, and prioritized investment.	
Background Information: The Village of Oswego is a 15 square mile home rule community of about 35,000 residents. The Village is located in north Kendall County and is served by several major transportation corridors including US Route 30, US Route 34, IL Route 25, and IL Route 31. The Village continues to experience development and redevelopment both in the downtown as well as new residential subdivisions and unincorporated areas. Many of the stalled residential and commercial projects that were initiated before the downturn in the economy in 2008 have since been resumed. As these projects near completion, the Village continues discussions regarding new annexations and developments of contiguous farmland. The Village would like to create development regulations that establish best management practices for new development, consider environmental impacts, build strategically, and better align development regulations with the Village's 2015 Comprehensive Plan.	
Detailed Description: The Village is requesting the creation of a Unified Development Ordinance, which would include zoning and subdivision regulations, including districts, uses, subdivision standards, stormwater, zoning applications (special uses, variances, amendments, etc), parking, landscaping, and definitions. Public outreach for this project would build off of the foundation of the comprehensive planning process, utilizing stakeholders and community groups that have remained active since the plan's adoption in 2015. Public outreach would also focus on social media and relationships with the local library and school districts.	
Goals: <ul style="list-style-type: none">• To create an ordinance that implements the goals of the Comprehensive Plan and aligns with the goals of the ON TO 2050 Plan.• To focus energy on redeveloping Downtown.• To plan proactively for development at the edges of the community. The Village still has residential inventory for another several years, but wants new development at the fringe to be more sustainable in regard to lot sizes, complete streets, and the preservation of agricultural land.• To make the Ordinance easier to understand for residents, developers, and Village staff.• To create more flexible use categories to replace the outdated list of specific uses.• To reduce the use of the planned development process, and allow more by-right development.• To reduce required parking minimums, install parking maximums, and move parking to the rear of buildings where possible, in order to create a more pedestrian-friendly environment.• To address the Village's environmental concerns through subdivision regulations by utilizing green infrastructure, stormwater best management practices, and narrower rights-of-way.	

Deliverables: <ul style="list-style-type: none"> • Drafting Directions Memo: This memo clarifies the direction for the UDO based on CMAP staff’s review of recent planning documents and comments received during the stakeholder interview process. This memo is intended for internal use among Village and CMAP staff. • Recommendations Memo: This memo clearly explains major recommendations for changes to the existing ordinances and represents an outline for the Ordinance that CMAP staff can then use to begin drafting regulatory language. This is a public facing document. • Ordinance Module 1: First part of revised development regulations. • Ordinance Module 2: Second part of revised development regulations. • Ordinance Module 3: Third parts of revised development regulations. • Full Ordinance: All parts of the revised development regulations in the form of a UDO. 	
Assumptions: <ul style="list-style-type: none"> • Staff Commitment: Village planning staff is two planners: Community Development Director and one planner. Other members of staff will also be involved, including engineering, public works, and village attorney. • Outreach: Village staff will assist with outreach. 	Constraints: <ul style="list-style-type: none"> • Deliverable Review: Staff will review deliverables as quickly and efficiently as possible.
Assistance Type: Development Ordinance	Project Size: Large
Expected Project Kick-off Date: December 2, 2019	Expected Project Duration (months): 24
Expected Project Completion Date: December 2, 2021	Community Cohort: 1
Local Contribution Amount: \$30,000	Local Contribution Due Date: Two payments: payment one by April 30, 2020; payment 2 by April 30, 2021.

ATTACHMENT 2
Applicant Invoice Information

Name: Rod Zenner
Title: Community Development Director
Address: 100 Parkers Mill
City, State, Zip: Oswego, IL 60543
Phone: 630-554*-3622
Email: rzenner@oswegoil.org

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: February 4, 2020
SUBJECT: Well 6 & 8 Electrical Upgrades Project

ACTION REQUESTED:

Approve a Resolution Authorizing the Execution of an Agreement with Frank Marshall Electric for the Wells 6 & 8 Electrical Upgrade Project Construction Phase in the Amount not to Exceed \$ 302,170.00

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
5/7/2019	Village Board	Approved resolution 19-R-37 authorizing the execution of an agreement with Baxter & Woodman Consulting Engineers for the Wells 6 & 8 electrical upgrade project design phase.

DEPARTMENT: Public Works
SUBMITTED BY: Timothy A. Zasada, Assistant Public Works Director – Utility

FISCAL IMPACT:

This project is included in the FY2020 Budget: \$350,000 in the Water and Sewer Capital Improvement Fund, Utility System Improvements (Acct #5106070-574000)

BACKGROUND:

Well 6 is located at 245 Lennox and has been in service since 1992. This well produces 1,000 gallons per minute and was last serviced in 2010. A generator, switchgear, and transformers were added to this site in 2016. The master control center and associated components are at the end of their useful life and need to be replaced. Well 8 located at 3700 Grove Rd. has been in service since 2001. This well produces 1,000 gallons per minute and was last serviced in 2017. The step-up transformer is original, and the variable frequency drive needs to be replaced.

Public Works has been working with consultant Baxter & Woodman on the necessary repairs needed to Well 6 & 8. The design phase of this project and the bid process has been completed.

DISCUSSION:

The Village opened two bids on January 28, 2020. AMS was the low bidder at \$269,750 for the base work. Frank Marshall was second with a bid of \$274,700 which is \$4,950 above AMS' bid.

The contract contemplates conductor and conduit may be required and will be paid at the contract unit price for materials and installation. AMS bid ranged from \$703.89 to \$1,804.82 for 10 feet of conductor of various sizes and \$5,637.96 to \$13,505.35 for 10' of conduit in various sizes. Frank Marshall's bid ranged from \$56.00 to \$124.00 per foot for conductor and \$268.00 to \$541.00 per foot for conduit in various sizes. If we install just 10' of conduit, Frank Marshall will be the cheaper alternative.

Frank Marshall has performed work satisfactorily for the Village in the past.

RECOMMENDATION:

Staff requests award of the project with a 10% contingency to cover the cost of these additional materials, if necessary.

Public Works recommends the board execute the contract with Frank Marshall Electric for the construction phase of the Wells 6 & 9 electrical upgrade project.

ATTACHMENTS:

- Bid Tab
- Resolution_20-r-__well_6_8_electrical_upgrades_contractor.doc
- Exhibit A

Village of Oswego

Oswego Village Hall - 100 Parkers Mill
 Water System Improvements - Wells 6 & 8 Electrical Remodeling
 Bid Opening - Tuesday, January 28, 2020 at 11:00 a.m.

Public Bid Opening Official Bid Tab

	AMS Mechanical	F Marshall
Required attachments:	Yes or No	Yes or No
Attended Pre-Bid Conference	Yes	Yes
Addendum #1	Yes	Yes
Addendum #2	Yes	Yes
Bid Bond	Yes	Yes
Bid Form (00 41 00.13)	Yes	Yes
Alternates Form (00 43 23)	Yes	Yes
Proposed Products Form (00 43 33)	Yes	Yes
Subcontractors List	Yes	Yes
References	Yes	Yes
Signed Contractors Bid Agreement	Yes	Yes
Signed Contract (2 copies)	Yes	Yes
	Total	Total
Lump Sum Price (pg 30)	\$ 269,750.00	\$ 274,700.00

RESOLUTION NO. 20 - R - ____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH FRANK MARSHALL ELECTRIC, AURORA, IL, FOR THE WELL 6
& 8 ELECTRICAL UPGRADE PROJECT CONSTRUCTION PHASE IN
THE AMOUNT NOT TO EXCEED \$302,170.00**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. SUPPORT FOR AGREEMENT

The Village President and Village Board of Trustees hereby authorize an agreement with Frank Marshall Electric, Aurora, IL, for the Well 6 & 8 Electrical Upgrades Project Construction in an amount not to exceed \$302,170.00 substantially in the form attached as “Exhibit A”, and the Village Administrator is hereby authorized to execute the agreement on behalf of the Village.

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ___ 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ____ day of ____ 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH FRANK MARSHALL ELECTRIC, AURORA, IL, FOR THE WELL 6
& 8 ELECTRICAL UPGRADE PROJECT CONSTRUCTION PHASE IN
THE AMOUNT NOT TO EXCEED \$302,170.00**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the ___ day of _____ 2020, and thereafter approved by the Village President on the ___ day of _____ 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

DRAFT



INVITATION TO BID

**WATER SYSTEM IMPROVEMENTS –
WELLS #6 AND #8 ELECTRICAL REMODELING**

**BIDS DUE: TUESDAY, JANUARY 28, 2020
AT 11:00 A.M. CST**

**LEGAL NOTICE
INVITATION TO BID
WATER SYSTEM IMPROVEMENTS –
WELLS #6 AND #8 ELECTRICAL REMODELING**

Sealed bids for the Water System Improvements – Wells #6 And #8 Electrical Remodeling will be received at the address listed below until **Tuesday, January 28, 2020 at 11:00 a.m. CST.** Bids will be publicly opened and read aloud at date and time listed at the location stated below. Bids not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted. All bids should be addressed to:

Village of Oswego
Re: (vendor name)
Invitation to Bid – Wells #6 & #8 Electrical Remodeling
Attention: Carri Parker, Purchasing Manager
100 Parkers Mill
Oswego, IL 60543

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

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

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the bid. The successful Bidder and the Village will execute a contract set forth in the bid package within fourteen (14) days from the award of the contract. The Village reserves the right to reject any or all Bids. No Bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.

Questions regarding this bid should be in writing and directed to: Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 Email: cparker@oswegoil.org.

GENERAL REQUIREMENTS

1. Introduction

In general, the scope of this contract shall be to furnish all labor, materials, tools, equipment, and supervision for the electrical remodeling of Wells #6 and #8.

The requirements listed below are intended for the contractors to acquaint them with what is required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the contractor in accordance with the terms of this contract.

The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work

2. Contractor Qualifications

The Contractor must be experienced in the electrical aspects of a well. Submitters that cannot demonstrate successful previous experience in work of the type in this contract will be considered not responsible and will not be considered for award of the contract.

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

3. Work

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

Subsequent to the award of the contract, at the commencement of weather conducive to providing said services, a notice to proceed shall be issued. The Contractor shall commence work as soon as possible thereafter. The work will need to be completed not later than **April 30, 2021** subject to temperature constraints. See "Liquidated Damages" and "Default on Contract" in the contract document.

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

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

4. **Locations of Work and Method of Assignment**

The specific locations of work are listed herein as Exhibit A. Each item specifies the locations, items, and estimate quantities of work to be performed. 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.

5. **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.

6. **Pre-Bid Conference**

A mandatory pre-bid conference will be held on **Tuesday, January 7, 2020 at 2:00 p.m.** at the Village of Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois 60543.

7. **Addenda**

Each Bid packet shall include specific acknowledgment of receipt of all addenda issued by the Village during the bidding period. Failure to so acknowledge may result in the Bid being rejected as not responsive.

8. **Substitute Or "Or Equal" Items**

The Contract, if awarded, will be based solely on the materials and equipment described in the Drawings and Specifications without consideration of possible substitute or "or equal" items.

Bidder's lump sum price shall include the furnishing and installation of the proposed products listed in Proposed Products Form. Bidder shall submit Proposed Products Form with the Bid. Failure to submit the form may cause rejection of the Bid as non- responsive.

Bidder may propose substitute or "or equal" items in Alternates Form, for those major equipment and material items listed in Proposed Products Form and specified in the Specifications for which a substitute or "or equal" item of material or equipment may be allowed if acceptable to Engineer. The determination of lowest Bid will be based on the lump sum price in the Bid Form without consideration of alternate prices for the major equipment and materials. Application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

9. **Subcontractors, Suppliers, And Others**

The apparent low Bidder, or any other Bidder so requested, shall submit to the office of Engineer within five (5) business days after the receipt of Bids, the following information on Proposed Subcontractors Form:

10. **Bid Form**

Only the Bid Forms attached hereto shall be used. Where required, the Bid price of each item shall be in writing and in figures; in case of conflict, the former shall apply.

11. **Basis Of Bid; Evaluation Of Bids**

Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in the General Requirements.

12. **Bid Bond**

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

13. **Performance Bond and Labor and Material Payment Bond**

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

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

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

14. **Award of Bid**

The Village reserves the right to reject any or all Bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the organization.

- A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
- B. All awards made in accordance with this Code are final determinations.
- C. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
- D. 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 project promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience, and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the Bid /bid.
 - Record of payments for taxes, licenses or other monies due to the Village.

15. **Rejection of Bids**

- A. The Village reserves the right to cancel invitations for Bids or requests for bids without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible Bidder and to make an award to the response deemed to be the most advantageous to the Village.
- C. Any Bid not conforming to the specifications or requirements set forth by the Village in the Bid request may be rejected.

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

16. Retainage During Guarantee Period

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

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

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

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

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

18. 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.

19. Injury to Property

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

20. Decisions and Explanations by Village

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

21. Schedule

Selection Process Steps	Estimated Date(s)
Release to the Public	Thursday, December 19, 2019
Pre-Bid Meeting (Mandatory)	Tuesday, January 7, 2020, at 2:00 p.m.
Final Date to Submit Questions	Thursday, January 9, 2020, by 12:00 p.m.
Addendum Posted (if any)	Monday, January 13, 2020, by 3:00 p.m.
Bids Due	Tuesday, January 28, 2020, at 11:00 a.m.
Village Board Contract Approval	Tuesday, February 4, 2020
Contract End Date	April 30, 2021

INSTRUCTIONS TO BIDDERS

22. **Receipt of Bid:** Tuesday, January 28, 2020, at 11:00 a.m.
23. **Basis of Bid:** Sealed Bids will be received until the above noted time and date.
24. **Bid Description:** Water System Improvements – Wells #6 And #8 Electrical Remodeling
25. **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:**
 - a) **Subcontractors List**
 - b) **References**
 - c) **Detailed Exception Sheet**
 - d) **Signed Bid Sheet**
 - e) **Signed Contractor Bid Agreement**
 - f) **Signed Contract (2 copies)**
 - g) **One (1) paper and one (1) electronic copy of the bid packet**
 - h) **Bid Bond**
 - D. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.
 - E. Bidders may withdraw their Bid either personally or by written request at any time before the hour set for the Bid opening and may resubmit it. No Bid may be withdrawn or modified after the Bid opening except where the award of the contract has been delayed for a period of more than thirty (30) days.
 - F. In submitting this Bid, the Bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the Bid is made without collusion with any other person, firm or corporation.
 - G. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the Bid he waives all rights to plead a misunderstanding regarding same.
 - H. The Bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
 - I. The Bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of the

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

- J. The Bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Bid or contract as a specific item covered by a lump sum price, and which are not included under the Bid price for other items in the Contract, shall be performed as extra work.
- K. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.
- L. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.
- M. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within the time limit specified within the Bid, it is understood and agreed that the completion within the time limit is an essential part of the contract.
- N. By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- O. No Bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
- P. No Bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

26. **Additional Information Request:** Questions regarding this Bid and specific questions regarding the specifications in this Bid can be emailed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email cparker@oswegoil.org. Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of, and the Village will reject all claims related thereto.

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

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

27. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.
 - A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Bid cannot include any amounts of money for these taxes.
 - B. To be valid, the Bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
 - C. The Village shall reserve the right to add or to deduct from the Base Bid and/or alternate Bid any item at the prices indicated in itemization of the Bid.
 - D. All Bids shall be good for thirty (30) days from the date of the Bid opening.
 - E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages
28. **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.
29. **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.
30. **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 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.
 - C. 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.
 - D. If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate

seal. If the Bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other 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 award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such bids, quotations, or offers.

00 01 07

SEALS PAGE

December 10, 2019

1. Specifications of materials and labor required for the construction work shown on the Drawings are prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. The Drawings which accompany these specifications are titled "Village of Oswego, Illinois, Water System Improvements, Well Nos. 6 and 8 Electrical Remodeling".
3. Copyright 2019 by Baxter & Woodman, Inc. All Rights Reserved. No part of these Specifications or the accompanying Drawing(s) may be reproduced by any means, or otherwise reused without the prior written permission of Baxter & Woodman, Inc.



Harry D. Harman

Electrical Engineer
License Expires 11/30/2021

BAXTER & WOODMAN, INC.
STATE OF ILLINOIS – PROFESSIONAL DESIGN FIRM
LICENSE NO. 184.001121-0014 - EXPIRES 4/30/2021

SEALS PAGE
00 01 07-1 (181040.40)

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: President and Board of Trustees
Village of Oswego
100 Parker's Mill
Oswego, Illinois 60543
(hereinafter called Owner)

From: FRANK MARSHALL ELECTRIC
Company

1043 OLIVER AVENUE
Address

AURORA IL 60506
City State Zip Code

(630) 892-2942
Telephone

(630) 892-2951
FAX

bruce@fme-inc.com
E-MAIL

(hereinafter called Bidder)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the remodeling of the motor control centers at the Well Nos. 6 and 8 Well Houses for the Village of Oswego, Kendall County, Illinois [Engineer's Job No. 181040.40], all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents.

- b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any manner may affect cost, progress, performance, or furnishing of the Work, and has made such independent investigations as Bidder deems necessary.
- c. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- d. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- e. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- j. By submission of the Bid, Bidder certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:

- (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) Bidder is not barred from contracting with the Owner as a result of a violation 720 ILCS 5/33 et seq.

k. Bidder agrees that no less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.

l. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.

m. Bidder will comply with the requirements of Sections 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials and has included any costs associated with compliance in the Bid.

4. Bidder will complete the Work for the following lump sum price:

TWO HUNDRED SEVENTY FOUR THOUSAND SEVEN Lump Sum
HUNDRED DOLLARS AND 00/100 (\$274,700.00)

5. Bidder agrees the Work will be substantially completed within 270 calendar days after the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions within 300 calendar days after the Contract Time commences to run.

a. Bidder accepts the provisions of the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.

6. Bidder submits the required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or 10% Percent of the Bid Amount.

7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: DOHN & MAHER ASSOCIATES

Address: 4811 EMERSON AVE. SUITE 102 PALATINE, IL 60067

Telephone: 847-303-6800 email: wmaher@dohn.com

8. Bidder submits all items listed in Section 00 43 93 – Bid Submittal Checklist.

9. Terms used in this Bid which are defined in the Standard General Conditions of the Construction Contract included as part of the Bidding Documents have the meanings assigned to them in the General Conditions.

10. Bidder acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date Received</u>
<u>1</u>	<u>1/16/20</u>
<u>2</u>	<u>1/24/20</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

11. The person signing this Bid certifies that: (Check applicable box.)

He/She is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or

He/She is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to that above.

Respectfully submitted, signed, and sealed this 28TH day of JANUARY, 2020.

FRANK MARSHALL ELECTRIC

Bidder

(SEAL)

By



MANAGING MEMBER

Name - Title

ATTEST:



BRUCE ANDERSON - MEMBER

Name - Title

END OF BID FORM

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Frank Marshall Electric Midwest, LLC.
1043 Oliver Avenue Aurora, IL 60506

as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company
P.O. Box 712 Des Moines, IA 50306-0712

a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Oswego
100 Parker's Mill Oswego, IL 60543

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Water system improvements- Wells #6 and #8 Electrical remodeling.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of January, 2020

Jane [Signature]
(Witness)

Frank Marshall Electric Midwest, LLC.

[Signature] (Principal) (Seal)
By: [Signature] **MANAGING MEMBER**
(Title)

W. P. Maher
(Witness)



Employers Mutual Casualty Company

[Signature] (Surety) (Seal)
By: [Signature] **Attorney-in-Fact William P. Maher**
(Title)

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- | | |
|---|--|
| 1. Employers Mutual Casualty Company, an Iowa Corporation | 4. Illinois EMCASCO Insurance Company, an Iowa Corporation |
| 2. EMCASCO Insurance Company, an Iowa Corporation | 5. Dakota Fire Insurance Company, a North Dakota Corporation |
| 3. Union Insurance Company of Providence, an Iowa Corporation | 6. EMC Property & Casualty Company, an Iowa Corporation |

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

William P. Maher

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond
 Principal : Frank Marshall Electric Midwest, LLC.
 Oblige : Village of Oswego

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

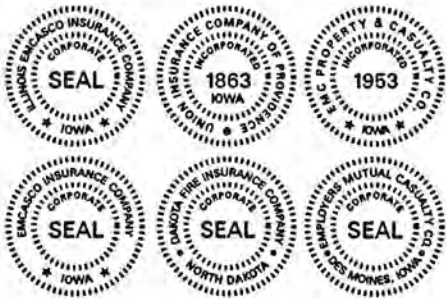
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother, Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of January, 2020.

Vice President

00 43 22.13

SUPPLEMENTAL UNIT PRICES

Bidder submits the following Schedule of Supplemental Unit Prices for additions to or deductions from the scheduled amount of Work as given in the Bid Form, and agrees that Owner reserves the unrestricted privilege to accept or reject any or all unit prices:

1.	Cost per 10 foot of feeders conductor:		
a.	#6 MV cable (5kv)		\$ 56.00
b.	#4 MV cable (5kv)		\$ 67.00
c.	#2 MV cable (5kv)		\$ 84.00
d.	#1 MV cable (5kv)		\$ 109.00
e.	#300 kcmil (480 V)	} THHN	\$ 80.00
f.	#350 kcmil (480 V)		\$ 88.00
g.	#400 kcmil (480 V)		\$ 107.00
h.	#500 kcmil (480 V)		\$ 124.00
2.	Cost per 10 foot of. conduit run:		
a.	2-inch RMC (Galvanized)	} STRAIGHT RUNS	\$ 268.00
b.	3-inch RMC (Galvanized)		\$ 416.00
c.	4-inch RMC (Galvanized)		\$ 541.00

Bidder agrees the Supplemental Unit Prices shown above include all overhead, profit, and those costs included in the Cost of the Work in accordance with Article 11 of the General Conditions.

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

BIDDER:

FRANK MARSHALL ELECTRIC

By: 

END OF SUPPLEMENTAL UNIT PRICES

00 43 23

ALTERNATES FORM

1. FAILURE TO SUBMIT THIS FORM WITH THE BID FORM, WHETHER OR NOT ALTERNATES ARE SUBMITTED, SHALL CAUSE REJECTION OF THE BID AS NON-RESPONSIVE. COMPLETE EITHER SECTION 2 OR SECTION 3.
2. Pursuant to bidding requirements for the Work titled:

VILLAGE OF OSWEGO, ILLINOIS
WATER SYSTEM IMPROVEMENTS
WELL NOS. 6 AND 8 ELECTRICAL REMODELING

Bidder submits the following prices for deduction from or addition to the lump sum price in the Bid Form for the following named substitute or "or equal" items, and expressly agrees to the following provisions: (It is not necessary to submit alternates).

- A. That the determination of the lowest Bid will be based on the lump sum price in the Bid Form without consideration of the alternate prices.
- B. That Owner may select items of any manufacturer or supplier as listed, and Bidder agrees to provide such items as selected, and for an adjusted Contract Price equal to the lump sum price in the Bid Form adjusted by the prices for the alternate items selected by Owner.
- C. That the price for each item includes the preparation and submission to Engineer of detailed drawings showing all modifications necessary (if any) to accommodate such alternate, all as defined and described in the General Conditions and the General Requirements of the Specifications.
- D. That each alternate price includes the cost to furnish and install the item, the cost of engineering redesign (if any), and the cost of any electrical, mechanical, piping, and structural changes necessary to provide a complete installation ready for use.
- E. That Engineer will not evaluate the proposed alternate items until after Effective Date of the Agreement.
- F. That Engineer will evaluate the proposed alternate items as Substitute Items in accordance with Paragraphs 6.05.A.2; 6.05.C; 6.05.D; 6.05.E; and 6.05.F of the General Conditions.

SPECIFICATION SECTION	DESCRIPTION OF ITEM	PROPOSED MFR.	ALTERNATE PRICES (CIRCLE ONE)	
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____

(Signature)

(Date)

OR

3. BIDDER acknowledges alternates are not being submitted as evidenced by the following signature and date:



(Signature)

1/28/20

(Date)

END OF ALTERNATES FORM

SUBCONTRACTOR LISTING

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

Subcontractor No. 1

CONCENTRIC

Business Name

8678 RIDGEFIELD ROAD CRYSTAL LAKE, IL 60012

Address

City, State, Zip Code

TIM FOERSTER

Contact Person

815-788-3600

Telephone Number

\$26,200.00

Value of Work

INTEGRATION

Nature of Work

Subcontractor No. 2

DON BOHR & SONS

Business Name

2130 SHEFFER ROAD

Address

AURORA, IL 60502

City, State, Zip Code

LARRY BOHR

Contact Person

630-898-9310

Telephone Number

\$3,500.00

Value of Work

EXCAVATION & CONCRETE

Nature of Work

Subcontractor No. 3

PECOVER PAINTING

Business Name

1033 OLIVER AVENUE

Address

AURORA, IL 60506

City, State, Zip Code

BILL NEILSON

Contact Person

630-892-9100

Telephone Number

\$1,000.00

Value of Work

PAINTING

Nature of Work

REFERENCES

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

Reference No. 1

FOX METRO

Business Name

682 ROUTE 31

Address

OSWEGO, IL 60543

City, State, Zip Code

MIKE PETERSEN

Contact Person

630-301-6832

Telephone Number

CURRENT

Dates of Service

ELECTRICAL

Nature of Work

Reference No. 2

VILLAGE OF MONTGOMERY

Business Name

200 NORTH RIVER STREET

Address

MONTGOMERY, IL 60538

City, State, Zip Code

TODD ELLIS

Contact Person

331-212-9042

Telephone Number

CURRENT

Dates of Service

ELECTRICAL

Nature of Work

Reference No. 3

CITY OF GENEVA PUBLIC WORKS

Business Name

1800 SOUTH STREET

Address

GENEVA, IL 60134

City, State, Zip Code

BOB VANGYSGEM

Contact Person

630-232-1501

Telephone Number

CURRENT

Dates of Service

ELECTRICAL

Nature of Work

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, 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 (Water System Improvements – Wells #6 And #8 Electrical Remodeling), 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.

FRANK MARSHALL ELECTRIC

Company Name

1043 OLIVER AVENUE

Address

AURORA, IL 60506

City, State, Zip Code

630-892-2942

Phone Number

adam@fme-inc.com

Email Address

ADAM MARSHALL

Printed Name of Authorized Representative

MANAGING MEMBER

Title



Signature of Authorized Representative

1/28/20

Date

CONTRACT SIGNATURES

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

Village of Oswego Administrator Date

Attest Title

FRANK MARSHALL ELECTRIC
Company Name

1043 OLIVER AVENUE AURORA, IL 60506
Address City, State, Zip Code

630-892-2942 adam@fme-inc.com
Phone Number Email Address

ADAM MARSHALL MANAGING MEMBER
Printed Name of Authorized Representative Title

 1/28/20
Signature of Authorized Representative Date

CONTRACT SIGNATURES

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

Village of Oswego Administrator

Date

Attest

Title

FRANK MARSHALL ELECTRIC

Company Name

1043 OLIVER AVENUE

Address

AURORA, IL 60506

City, State, Zip Code

630-892-2942

Phone Number

adam@fme-inc.com

Email Address

ADAM MARSHALL

Printed Name of Authorized Representative

MANAGING MEMBER

Title



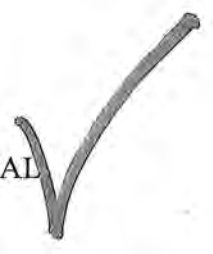
Signature of Authorized Representative

1/28/20

Date



INVITATION TO BID WATER SYSTEM
IMPROVEMENTS - WELLS #6 & #8 ELECTRICAL
REMODELING – ADDENDUM #1
January 16, 2020



1. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed, and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

2. ATTACHMENTS TO THIS ADDENDUM:

3. CHANGES:

- a. Delete Drawing E-2 dated 12/17/19 and insert Drawing E-2 dated 01/15/20. ✓
- b. Delete Drawing E-3 dated 12/17/19 and insert Drawing E-3 dated 01/15/20. ✓

4. ADDITIONS: No change.

5. DELETIONS: No change.

6. SCHEDULE: No change.

7. CLARIFICATIONS:

- a. Question: Which wires feed the 480V MCC at Well No. 6? ✓
Response: See revised drawing updated 01/15/20.
- b. Question: At Well No. 6, are all of the existing pump controls in the 480V MCC to be reuse?
Response: See revised drawing updated 01/15/20 for controls clarifications. Flow charts, "Well Pressure", "Well Pump Start" and "Well Pump Stop" counters and "Fluoride Pump" controls to be omitted from new Pump Controls at MCC. ✓
- c. Question: Does the Village's current integrator, Concentric, become a subcontractor or a separate contractor for the Village?
Response: Village integrator to be a subcontractor under this project for the integration and controls for both well locations. ✓
- d. Question: Is there size restriction for the equipment?
Response: See revised drawing updated 01/15/20 for equipment dimension limitations. Note that there is a 42" wide clearance space into the door due to existing piping at Well No. 6. ✓

MIKE KLEIN * TIM FOERSTER *

e. Question: At Well No. 8, is staging outside the fence on the East side acceptable?



INVITATION TO BID WATER SYSTEM IMPROVEMENTS - WELLS #6 & #8 ELECTRICAL REMODELING - ADDENDUM #1
January 16, 2020

Response: Village will confirm available utility easement for staging area but that should be possible. ✓

f. Question: At Well No. 8, can the conduits between the VFD assembly and the step-up transformer be reused?

Response: Replace conduits and conductors as needed for the new oil-filled transformer and VFD assembly. ✓

g. Question: At Well No. 8, does the abandoned conduit and existing conductors at the step-up transformer need to be removed?

Response: See revised drawing updated 01/15/20. Abandon conduit and conductor to be cut flush to ground and sealed. ✓

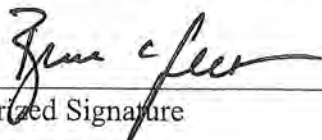
h. Question: At Well No. 8, do we need to add the ground detection system?

Response: Ground detection system and electrical service update notes removed. See revised drawing updated 01/15/20. ✓

8. ACKNOWLEDGMENT

The Bidder acknowledges receipt of this Addendum and understands its content to the Bid Documents.

9. SIGNATURE AND DATE


Authorized Signature

1/27/20
Date



INVITATION TO BID WATER SYSTEM
IMPROVEMENTS - WELLS #6 & #8 ELECTRICAL
REMODELING – ADDENDUM #2
January 24, 2020



1. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed, and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

2. ATTACHMENTS TO THIS ADDENDUM:

3. CHANGES:

Modify specification Section 00 43 93 BID SUBMITTAL CHECKLIST to omit Items e through j.



4. ADDITIONS: No change.

5. DELETIONS: No change.

6. SCHEDULE: No change.

7. CLARIFICATIONS:

a. Question: On page 46 Bid Submittal Checklist, where are the following forms:

- Certificate 00 62 03 Illinois Drug Free Workplace Act
- Certificate 00 62 04 Illinois Contractor Certification
- Certificate 00 62 05 Illinois Compliance with Safety Requirements
- Certificate 00 62 06 Illinois Tax Delinquency/Default
- Certificate 00 62 07 Illinois Substance Abuse Prevention Program
- Certificate 00 62 08 Employment of Illinois Workers on Public Works Act

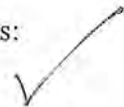
Response: These certifications are covered in the contract document on page 19-20, Item #17 of which is required to be submitted signed. No additional forms are needed.



b. Question: On page 9 Instruction to Bidders, where are the following forms:

- Detailed Exception Sheet
- Signed Bid Sheet

Response: These forms are not needed. The information is included in other required forms within the bid packet.



c. Question: Specification 26 29 23-3, Item 2.2 A.6 calls for Hand-Off-Auto Selector Switch as shown on drawings. Existing drive does not have Hand Off Auto selector switch, should this be assumed that no Hand Off Auto selector switch is to be provided?

Response: Not shown on drawings. Touch screen controller will be adequate, no Hand-Off-Auto Selector Switch is required.





INVITATION TO BID WATER SYSTEM
IMPROVEMENTS - WELLS #6 & #8 ELECTRICAL
REMODELING – ADDENDUM #2
January 24, 2020

- d. Question: Specification 26 29 23-3, Item 2.2 A.7 calls for pilot lights for Drive Status shown on Drawings. Existing drive does not have pilot lights, should this be assumed that no pilot lights are to be provided?
Response: Not shown on drawings. Touch screen controller will be adequate, no pilot lights for Drive Status are required. ✓
- e. Question: Specification 26 29 23-3, Item 2.2 B.1 calls for Bypass contactor and “Drive/Off/Bypass” switch when shown on the Drawings. Drawings does not have Bypass contactor nor “Drive/Off/Bypass” switch, should this be assumed no Bypass contactor or “Drive/Off/Bypass” switch are to be provided?
Response: Not shown on drawings. Bypass contactor not part of the design, no Bypass contactor and associated selector switch are required. ✓
- f. Question: #1 VFD Cable required? Not specified.
Response: For the short cable run between the VFD and the step-up transformer at Well No. 8, standard conductors are adequate. No VFD Cable required. ✓
- g. Question: What size conduit and conductors from VFD to Step Up Transformer at Well #8?
Response: Replaced in kind, 2 sets of 3”C-3#500 KCMIL and 2/0 ground each. Total derated ampacity of 608A. ✓
- h. Question: Do you want Ground testing? It is listed but no details.
Response: Ground testing can be waived if an additional ground rod is installed and connected. ✓
- i. Question: ARC Flash study required by AB? Village to confirm, additional system data on all motor loads would be required for full ARC Flash study. Don’t see the need for this since no new loads are added that adds to existing danger. The study will not be required. ✓
- j. Question: MCC Start Up (How Many Days)?
Response: Up to contractor and manufacturer’s recommendations. ✓
- k. Question: MCC Training (How Many Days)?
Response: Up to contractor and manufacturer’s recommendations. ✓
- l. Question: VFD Start-Up (How Many Days)?
Response: Up to contractor and manufacturer’s recommendations. ✓
- m. Question: VFD Training (How Many Days)
Response: Up to contractor and manufacturer’s recommendations. ✓



INVITATION TO BID WATER SYSTEM IMPROVEMENTS - WELLS #6 & #8 ELECTRICAL REMODELING - ADDENDUM #2
January 24, 2020

- n. Question: Porta Potty required as stated?
Response: Per specification 01 50 00, this is contractor responsibility. The Village will allow the contractor to have access to the bathrooms at each well site during regular business hours. If work is performed outside the hours of 7am-3pm M-F, then the contractor would need to supply its own facility. ✓
- o. Question: Do we include permit fees (Spec 01 41 26-1 page 78)?
Response: Contractor responsible for inspection fee. Filing fees are waived. ✓
- p. Question: Do we include inspection fees?
Response: Per specification 01 41 26, contractor responsible for inspection fee. ✓
- q. Question: Are filing fees waived by the Village?
Response: Yes, the Village will be waving the building permit fees (Section 1.7 A). ✓
- r. Question: Do we need to include cost for our electricity consumed per specs?
Response: Per specification 01 50 00, the Contractor is responsible to pay for the cost of providing any temporary wiring and the cost of electricity if run through a temporary service. If a temporary service is not required and electricity is run through the existing meter, then the contractor will not be responsible for any "additional" electricity run through the existing meter. ✓
- s. Question: Do you want hard copies of the O&M manuals (which can and will be 1000+ pages)?
Response: Contractor to provide electronic copies, up to four copies, and two color hard copies to the Village. ✓

8. ACKNOWLEDGMENT

The Bidder acknowledges receipt of this Addendum and understands its content to the Bid Documents.

9. SIGNATURE AND DATE


Authorized Signature

1/27/20
Date

00 43 33

PROPOSED PRODUCTS FORM

- 1. FAILURE TO SUBMIT THIS FORM WITH THE BID FORM, OR REVISING THE LISTED MANUFACTURERS IN THIS FORM, SHALL CAUSE REJECTION OF THE BID AS NON-RESPONSIVE.
- 2. Pursuant to bidding requirements for the Work titled:

VILLAGE OF OSWEGO, ILLINOIS
 WATER SYSTEM IMPROVEMENTS
 WELL NOS. 6 AND 8 ELECTRICAL REMODELING

Bidder's lump sum price proposed on the Bid Form is based upon one of the following items of equipment and materials as shown on the Drawings and described in the Specifications. Bidder shall circle the item (A or B) included in the Bid. Should Bidder fail to indicate which manufacturer is included in the Bid, Bidder shall provide Item A.

SPECIFICATION SECTION	DESCRIPTION OF ITEM	MANUFACTURER (CIRCLE ONE)
<u>09 90 00</u>	<u>Painting and Coating</u>	(A) Tnemec (B) _____
<u>26 22 13</u>	<u>STEP UP TRANSFORMER</u>	(A) <u>SOLEMON</u> (B) _____
<u>26 24 19</u>	<u>MCC</u>	(A) <u>ALLEN BRADLEY</u> (B) _____
<u>26 29 13.16</u>	<u>SSRVS</u>	(A) <u>ALLEN BRADLEY</u> (B) _____
<u>26 29 23</u>	<u>VFD</u>	(A) <u>ALLEN BRADLEY</u> (B) _____
<u>26 29 26</u>	<u>HARMONIC FILTER</u>	(A) <u>T CI</u> (B) _____
_____	_____	(A) _____ (B) _____

3. Bidder submits the following prices for the Owner's information:

DESCRIPTION OF ITEM	MANUFACTURER	EQUIPMENT/ MATERIAL COST TO BIDDER
Painting and Coating	Tnemec	\$ 1,000.00
TRANSFORMER	SOLEMON	\$
MCC	AB	\$ 165,358.00
SSRUS	AB	\$
VFD W/ HARMONIC FILTER	AB & TCI	\$
		\$
		\$
		\$
		\$
		\$
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LUMP
SUM

END OF PROPOSED PRODUCTS FORM

00 43 36

PROPOSED SUBCONTRACTORS FORM

TO: President and Board of Trustees
Village of Oswego
100 Parker's Mill
Oswego, Illinois 60543
(hereinafter called Owner)

1. Pursuant to bidding requirements for the Work titled:

VILLAGE OF OSWEGO, ILLINOIS
WATER SYSTEM IMPROVEMENTS
WELL NOS. 6 AND 8 ELECTRICAL REMODELING

for portions of the Work equaling or exceeding \$10,000, Bidder proposes to use the following Subcontractors. Except as otherwise approved by Owner, Bidder proposes to perform all other portions of the Work with his own forces:

2. Portion of the Work: Subcontractor name and address:

<u>INTEGRATION</u>	<u>CONCENTRIC</u>
	<u>8678 RIDGEFIELD ROAD</u>
	<u>CRYSTAL LAKE, IL 60012</u>

Portion of the Work:

Subcontractor name and address:

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USE ADDITIONAL SHEETS IF REQUIRED

END OF PROPOSED SUBCONTRACTORS FORM

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Frank Marshall Electric Midwest, LLC.
1043 Oliver Avenue Aurora, IL 60506

as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company
P.O. Box 712 Des Moines, IA 50306-0712

a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Oswego
100 Parker's Mill Oswego, IL 60543

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid
Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Water system improvements- Wells #6 and #8 Electrical remodeling.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of January, 2020

[Signature]
(Witness)

Frank Marshall Electric Midwest, LLC.

[Signature] (Principal) (Seal)
By: [Signature] **MANAGING MEMBER**
(Title)

[Signature]
(Witness)



Employers Mutual Casualty Company

[Signature] (Surety) (Seal)
By: [Signature]
Attorney-in-Fact William P. Maher (Title)

STATE OF Illinois

COUNTY OF Cook

I, V Broaddus Notary Public of Cook County,

in the State of Illinois, do hereby certify that William P. Maher

Attorney-in-Fact, of the Employers Mutual Casualty Company

who is personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Employers Mutual Casualty Company

for the uses and purposes therein set forth.

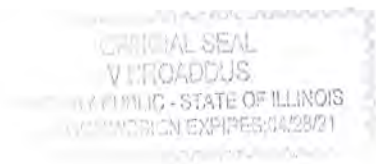
Given under my hand and notarial seal at my office in the City of Palatine

in said County, this 28th day of January A.D., 2020

V Broaddus

Notary Public V Broaddus

My Commission expires: April 28, 2021



00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: President and Board of Trustees
Village of Oswego
100 Parker's Mill
Oswego, Illinois 60543
(hereinafter called Owner)

From: _____
Company

Address

City State Zip Code

() _____
Telephone

() _____
FAX
(hereinafter called Bidder)

E-MAIL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the remodeling of the motor control centers at the Well Nos. 6 and 8 Well Houses for the Village of Oswego, Kendall County, Illinois [Engineer's Job No. 181040.40], all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents.

- b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any manner may affect cost, progress, performance, or furnishing of the Work, and has made such independent investigations as Bidder deems necessary.
- c. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- d. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- e. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- j. By submission of the Bid, Bidder certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:

- (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) Bidder is not barred from contracting with the Owner as a result of a violation 720 ILCS 5/33 et seq.

- k. Bidder agrees that no less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.
- l. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.
- m. Bidder will comply with the requirements of Sections 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials and has included any costs associated with compliance in the Bid.

4. Bidder will complete the Work for the following lump sum price:

Lump Sum

(\$ _____)

5. Bidder agrees the Work will be substantially completed within 270 calendar days after the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions within 300 calendar days after the Contract Time commences to run.

- a. Bidder accepts the provisions of the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.

6. Bidder submits the required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or _____ Percent of the Bid Amount.

7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: _____

Address: _____

Telephone: _____ email: _____

8. Bidder submits all items listed in Section 00 43 93 – Bid Submittal Checklist.

9. Terms used in this Bid which are defined in the Standard General Conditions of the Construction Contract included as part of the Bidding Documents have the meanings assigned to them in the General Conditions.

10. Bidder acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____
_____	_____

11. The person signing this Bid certifies that: (Check applicable box.)

() He/She is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or

() He/She is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to that above.

Respectfully submitted, signed, and sealed this _____ day of _____, 20_____.

(SEAL)

Bidder

By _____

Name - Title

ATTEST:

Name – Title

END OF BID FORM

00 43 22.13

SUPPLEMENTAL UNIT PRICES

Bidder submits the following Schedule of Supplemental Unit Prices for additions to or deductions from the scheduled amount of Work as given in the Bid Form, and agrees that Owner reserves the unrestricted privilege to accept or reject any or all unit prices:

- 1. Cost per 10 foot of feeders conductor:
 - a. #6 MV cable (5kv) \$ _____
 - b. #4 MV cable (5kv) \$ _____
 - c. #2 MV cable (5kv) \$ _____
 - d. #1 MV cable (5kv) \$ _____
 - e. #300 kcmil (480 V) \$ _____
 - f. #350 kcmil (480 V) \$ _____
 - g. #400 kcmil (480 V) \$ _____
 - h. #500 kcmil (480 V) \$ _____

- 2. Cost per 10 foot of. conduit run:
 - a. 2-inch RMC (Galvanized) \$ _____
 - b. 3-inch RMC (Galvanized) \$ _____
 - c. 4-inch RMC (Galvanized) \$ _____

Bidder agrees the Supplemental Unit Prices shown above include all overhead, profit, and those costs included in the Cost of the Work in accordance with Article 11 of the General Conditions.

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

BIDDER: _____

By: _____

END OF SUPPLEMENTAL UNIT PRICES

00 43 23

ALTERNATES FORM

1. FAILURE TO SUBMIT THIS FORM WITH THE BID FORM, WHETHER OR NOT ALTERNATES ARE SUBMITTED, SHALL CAUSE REJECTION OF THE BID AS NON-RESPONSIVE. COMPLETE EITHER SECTION 2 OR SECTION 3.
2. Pursuant to bidding requirements for the Work titled:

VILLAGE OF OSWEGO, ILLINOIS
WATER SYSTEM IMPROVEMENTS
WELL NOS. 6 AND 8 ELECTRICAL REMODELING

Bidder submits the following prices for deduction from or addition to the lump sum price in the Bid Form for the following named substitute or "or equal" items, and expressly agrees to the following provisions: (It is not necessary to submit alternates).

- A. That the determination of the lowest Bid will be based on the lump sum price in the Bid Form without consideration of the alternate prices.
- B. That Owner may select items of any manufacturer or supplier as listed, and Bidder agrees to provide such items as selected, and for an adjusted Contract Price equal to the lump sum price in the Bid Form adjusted by the prices for the alternate items selected by Owner.
- C. That the price for each item includes the preparation and submission to Engineer of detailed drawings showing all modifications necessary (if any) to accommodate such alternate, all as defined and described in the General Conditions and the General Requirements of the Specifications.
- D. That each alternate price includes the cost to furnish and install the item, the cost of engineering redesign (if any), and the cost of any electrical, mechanical, piping, and structural changes necessary to provide a complete installation ready for use.
- E. That Engineer will not evaluate the proposed alternate items until after Effective Date of the Agreement.
- F. That Engineer will evaluate the proposed alternate items as Substitute Items in accordance with Paragraphs 6.05.A.2; 6.05.C; 6.05.D; 6.05.E; and 6.05.F of the General Conditions.

SPECIFICATION SECTION	DESCRIPTION OF ITEM	PROPOSED MFR.	ALTERNATE PRICES (CIRCLE ONE)	
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____
_____	_____	_____	Add or (Deduct)	\$ _____

(Signature)

(Date)

OR

- 3. BIDDER acknowledges alternates are not being submitted as evidenced by the following signature and date:

(Signature)

(Date)

END OF ALTERNATES FORM

00 43 33

PROPOSED PRODUCTS FORM

- 1. FAILURE TO SUBMIT THIS FORM WITH THE BID FORM, OR REVISING THE LISTED MANUFACTURERS IN THIS FORM, SHALL CAUSE REJECTION OF THE BID AS NON-RESPONSIVE.
- 2. Pursuant to bidding requirements for the Work titled:

VILLAGE OF OSWEGO, ILLINOIS
 WATER SYSTEM IMPROVEMENTS
 WELL NOS. 6 AND 8 ELECTRICAL REMODELING

Bidder's lump sum price proposed on the Bid Form is based upon one of the following items of equipment and materials as shown on the Drawings and described in the Specifications. Bidder shall circle the item (A or B) included in the Bid. Should Bidder fail to indicate which manufacturer is included in the Bid, Bidder shall provide Item A.

SPECIFICATION SECTION	DESCRIPTION OF ITEM	MANUFACTURER (CIRCLE ONE)
09 90 00	Painting and Coating	(A) Tnemec (B)
		(A) (B)
		(A) (B)
		(A) (B)
		(A) (B)
		(A) (B)
		(A) (B)

3. Bidder submits the following prices for the Owner's information:

DESCRIPTION OF ITEM	MANUFACTURER	EQUIPMENT/ MATERIAL COST TO BIDDER
Painting and Coating	Tnemec	\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

END OF PROPOSED PRODUCTS FORM

00 43 34

SUBSTITUTION REQUEST FORM

This form is only to be used after the Effective Date of the Agreement. Provisions requiring submittal of this form are described in Specification Section 01 62 01 and paragraph 6.05 of the General and Supplementary Conditions.

Substitution Request No.: _____

Project: _____

Contract: _____

We hereby apply for consideration of _____
(Proposed Substitute Manufacturer)

as a substitute manufacturer to the manufacturer(s) named in Specification Section _____

Paragraph/Drawing No. _____ for the following reasons. (Check one or more.)

_____ The specified equipment or material is unavailable or the time of delivery will substantially delay the construction of the project, but not as result of Contractor's failure to pursue Work promptly or coordinate various activities. (Provide supporting information.)

_____ The proposed equipment or material will provide for packaging and coordination with other equipment from a single source supplier. (Submit name of source supplier and other equipment to be packaged.)

_____ The proposed equipment or material is a "Substitute Item" to that specified and the Contractor will provide the Owner with a credit of \$ _____ if the equipment or material is accepted.

We certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to the specified, be suited to the same use as that specified, and will not prejudice Contractor's achievement of Substantial Completion on time.

Contractor: _____

Signature: _____ Date: _____

Name (print): _____

Title: _____

NOTE: Engineer may require Contractor to furnish, at Contractor's expense, additional data about the proposed substitute including but not limited to, an analysis by Contractor of the equivalency of the proposed substitute to the named item.

A. Physical Characteristics of Proposed Substitute (if applicable).

Operating Weight: _____ Height: _____ Width: _____ Depth: _____

Voltage: _____ Hertz: _____ KW or HP: _____

B. Will acceptance of the proposed substitute by the Owner:

1. Require a change in the Drawings or Specifications: Yes _____ No _____
If yes, attach an explanation and detailed drawings or specifications.

2. Require payment of any license fee or royalty: Yes _____ No _____
If yes, attach an explanation.

3. Result in a change of contract time: Yes _____ No _____
If yes, attach an explanation.

C. Variations of proposed substitute from specified material, equipment, methods or procedures include: *(If none, state none. Attach separate listing if more space is needed.)*

1. _____

2. _____

3. _____

4. _____

D. Service Source (Maintenance, Repair, and Replacement) Availability:

1. Name of Business: _____

Address: _____

Years in Business: _____ Factory Authorized: Yes _____ No _____

Parts Stocked: Major: Yes _____ No _____ Minor: Yes _____ No _____

Field Service Staff Available: Yes _____ No _____

2. Name of Business: _____

Address: _____

Years in Business: _____ Factory Authorized: Yes _____ No _____

Parts Stocked: Major: Yes _____ No _____ Minor: Yes _____ No _____

Field Service Staff Available: Yes _____ No _____

E. Identify costs, direct or indirect, if any, associated with acceptance of this proposed substitute.
(If none, state none.)

INSTALLATION LIST

Location: _____ Telephone No.: _____

Date Installed: _____ Date Started Up: _____

Owner's Representative to be Contacted: _____

Engineer's Representative to be Contacted: _____

Firm's Name: _____ Telephone No.: _____

Location: _____ Telephone No.: _____

Date Installed: _____ Date Started Up: _____

Owner's Representative to be Contacted: _____

Engineer's Representative to be Contacted: _____

Firm's Name: _____ Telephone No.: _____

Location: _____ Telephone No.: _____

Date Installed: _____ Date Started Up: _____

Owner's Representative to be Contacted: _____

Engineer's Representative to be Contacted: _____

Firm's Name: _____ Telephone No.: _____

Location: _____ Telephone No.: _____

Date Installed: _____ Date Started Up: _____

Owner's Representative to be Contacted: _____

Engineer's Representative to be Contacted: _____

Firm's Name: _____ Telephone No.: _____

00 43 36

PROPOSED SUBCONTRACTORS FORM

TO: President and Board of Trustees
Village of Oswego
100 Parker's Mill
Oswego, Illinois 60543
(hereinafter called Owner)

1. Pursuant to bidding requirements for the Work titled:

VILLAGE OF OSWEGO, ILLINOIS
WATER SYSTEM IMPROVEMENTS
WELL NOS. 6 AND 8 ELECTRICAL REMODELING

for portions of the Work equaling or exceeding \$10,000, Bidder proposes to use the following Subcontractors. Except as otherwise approved by Owner, Bidder proposes to perform all other portions of the Work with his own forces:

2. Portion of the Work: Subcontractor name and address:

00 43 93

BID SUBMITTAL CHECKLIST

BIDDER submits the following documents with this Bid:

- a. Form 00 41 00.13 "BID FORM".
- b. Required Bid Security (Certified Check or Bid Bond).
- c. 00 43 23 "ALTERNATES FORM".
- d. 00 43 33 "PROPOSED PRODUCTS FORM".
- e. CERTIFICATE 00 62 03 ILLINOIS DRUG FREE WORKPLACE ACT.
- f. CERTIFICATE 00 62 04 ILLINOIS CONTRACTOR CERTIFICATION.
- g. CERTIFICATE 00 62 05 ILLINOIS COMPLIANCE WITH SAFETY REQUIREMENTS.
- h. CERTIFICATE 00 62 06 ILLINOIS TAX DELINQUENCY/DEFAULT.
- i. CERTIFICATE 00 62 07 SUBSTANCE ABUSE PREVENTION PROGRAM.
- j. CERTIFICATE 00 62 08 EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT.

END OF BID SUBMITTAL CHECKLIST

SECTION 01 14 11

CONTRACTOR USE OF PREMISES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section applies to all situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- F. Provide a list of names and identification of all persons to be entering the Owner's property in connection with the Work of this Contract, and submit a copy of the list to the Owner at the preconstruction conference.
 - 1. Advise the Owner of personnel changes at project meetings.

1.3 QUALITY ASSURANCE

- A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Do not store construction equipment, tools or materials on any area of the Owner's property except where shown on the Drawings as the "Contractor's Storage Area," or where otherwise directed by the Engineer.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

1.7 USE AND RESTORATION OF THE SITE

- A. Construct and maintain temporary roadways from the existing public roadway to the site and within the entire site for material and equipment transport necessary to complete the work.
 - 1. Include necessary culverts for proper drainage.
 - 2. Obtain necessary permits for the construction of access temporary roadways.
 - 3. Obtain Engineer's approval for the location of the temporary roadways.
- B. Upon completion of the Work, restore areas used for temporary roadways to fully graded condition totally free of stones or crushed rock.
- C. Clean all permanent roadways used for construction activities by using motorized street sweeper that utilizes vacuum and water to pick up debris, when directed by Engineer.

1.8 CONTRACTOR'S INGRESS AND EGRESS

- A. Truck and Equipment access:
 - 1. To avoid traffic conflict with vehicles of the Owner's employees and customers, and to avoid overloading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the route directed by the Engineer.
 - 2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the work site.
- B. Contractor's vehicles:
 - 1. Require Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Owner's property in performance of the Work, to use only the Access Route directed by the Engineer.
 - 2. Do not permit such vehicles to park on any street or other area of the Owner's property except in the area directed by the Engineer.
- C. Restoration: Clean and restore to at least the preconstruction condition all roadways, streets, sidewalks, driveways, and parking areas used during construction.

1.9 ACCESS TO OWNER'S FACILITIES

- A. Restricted areas and structures:
 - 1. Do not enter any designated restricted area or any existing structure, except as required to do specific work.
 - 2. Obtain Owner's permission to enter restricted areas or existing structures to do specific work.
 - 3. Remove all construction debris and clean work areas daily when working in restricted areas or existing structures.
- B. Equipment:
 - 1. Do not use Owner's equipment or tools.

1.10 PROTECTION OF EXISTING PROPERTY AND EQUIPMENT

- A. Equipment:
 - 1. Take all necessary precautions to protect all equipment from sand, dust, water and other debris which is produced during construction.
 - 2. Wherever possible, cut concrete or masonry from outside the structure to prevent production of dust in areas containing equipment.
 - 3. During dust-producing activities inside of structures, isolate work area from equipment using temporary impervious partitions or individual equipment encasement.
 - 4. Under excessive dust conditions, ventilate isolated working areas as directed by Engineer.
 - 5. Remove all temporary equipment protection facilities upon completion of construction activity requiring such protective measures.

1.11 DISPOSAL OF SPOIL

- A. Remove all spoil, excess excavated material, or other construction activity residual materials from the work site. Do not deposit this material on private or public property without written permission from property owner or authorized representative of the appropriate public agency.

1.12 SECURITY

- A. Restrict the access of all persons entering upon the Owner's property in connection with the Work to the Access Route and to the actual site of the Work.

END OF SECTION

SECTION 01 14 15

PLANT OPERATION DURING CONSTRUCTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Prepare and maintain a sequence of construction which will ensure the continuance during construction of the same degree of wastewater treatment as is provided by the existing treatment plant.
- B. Related work:
 - 1. Documents affecting the work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- F. Comply with pertinent provisions of Section 01 33 01.
- G. Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed and as a part of the construction schedule required by Section 01 32 16, submit a detailed sequence of construction showing how the new work will be completed without interruption of the existing treatment process.

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

1.7 OPERATION OF TREATMENT FACILITIES

- A. The well house will be removed from service for the duration of the demolition and equipment replacement. The Contractor is expected to coordinate the commencement of demolition with the Owner and to facilitate the installation and startup in an expeditious manner.
- B. When construction or installation of a treatment unit has been completed and the inspection, testing, and guarantee provisions of Section 01 61 01 have been complied with, the unit may be placed into operation at which time the Owner will assume responsibility for the normal operation and maintenance of the equipment in accordance with paragraph 14.05 of the General Conditions.

END OF SECTION

SECTION 01 21 13
CASH ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. To provide adequate budget to cover items not precisely determined prior to bidding, allow within the proposed Contract Price amounts described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE– (Reserved).

1.7 CONTINGENT CASH ALLOWANCE

- A. From time to time it will be necessary to add unforeseen additional work to the Project. The intent of the Contingent Cash Allowance is to provide a means to fund reasonable charges and additions to the Project. The value of any work covered by the Contingent Cash Allowance(s) will be determined in accordance with the General Conditions and Supplementary Conditions.

- B. Do not include any overhead and profit amount in the Project base bid for the Contingent Cash Allowance. Include the appropriate overhead and profit in each item funded from the Contingent Cash Allowance.
- C. Include in the Lump Sum price a Contingent Cash Allowance of Ten Thousand Dollars (\$10,000.00) for miscellaneous items for work.

END OF SECTION

SECTION 01 26 13

REQUESTS FOR INTERPRETATION

PART 1 - GENERAL

1.1 SUMMARY: REQUESTS FOR INTERPRETATION (RFI)

- A. The Contractor may submit Requests For Interpretation (RFI) to the Engineer to expedite the Contractor's performance on the Project. RFIs will be submitted following the requirements, all as described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 01 of these Specifications.
 - 2. Individual requirements for submittals will be described in pertinent Sections of these Specifications.
- C. Work not included:
 - 1. Incomplete submittals will not be reviewed by the Engineer.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Engineer unless specifically called for within the Contract Documents.
- D. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- E. Make submittals of RFIs in accordance with the provisions of this Section.
- F. Prior to submitting each RFI, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence

REQUESTS FOR INTERPRETATION
01 26 13-1 (181040.40)

and documentation to determine that the information requested is not reasonably obtainable from such sources.

- G. The Contractor shall submit each RFI sufficiently in advance of the date by which such information is required to allow the Engineer sufficient time, in the Engineer's professional judgement, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 This Subsection intentionally left blank.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Each RFI shall be submitted to the Engineer, in writing, on such form and with such accompanying information as the Engineer may require for such purpose. Each RFI shall identify the specific sources which were reviewed by the Contractor in its efforts to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.
- B. Consecutively number all submittals.
 - 1. When material is submitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On re-submittals, cite the original submittal number for reference.
- C. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
 - 1. Use Request for Interpretation (RFI) Form, Section 01 26 13.13.
- D. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- E. Submittal log:
 - 1. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times, the date of the request, to whom

the request was made, by whom the request was made, the nature of the request, and the Engineer's resolution thereof.

2. Make the submittal log available to the Engineer for the Engineer's review upon request.
3. Review this log at each Project Meeting and make the resolution of RFIs a part of the minutes of such meetings.

END OF SECTION

REQUEST FOR INTERPRETATION (RFI) FORM

RFI NO. _____

Contractor requests for interpretation will be considered upon receipt of this completed RFI Form. By submission of this form the Contractor attests to the fact that having carefully reviewed the Contract Documents and coordinated the Work with the appropriate trades and reviewed field conditions, that the information requested cannot be determined from such efforts as called for in the General Conditions of the Contract.

Date: _____ Project: _____

To: _____

Description of Requested Interpretation: _____

Specification References: _____

Drawing References: _____

Proposed method of resolving issue. Sketches and/or Pages Attached: _____ Yes, _____ No

Potential impact on project cost: _____

Response Date: _____ List date by which response by Engineer is requested to maintain project schedule. (Allow sufficient time for response).

Signed: _____, Project Superintendent
Signature signifies acceptance of responsibility for accuracy and completeness of information.

ENGINEER'S RESPONSE

Notations listed below indicate the Engineer's action on method proposed by the Contractor to resolve issues or remarks in response to RFI when no Contractor recommendation has been provided. Changes to Contract Amount and/or project time shall be processed using standard Change Order Forms. Sketches and/or Pages Attached _____ Yes _____ No

Signed: _____ Date: _____

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Engineer will conduct project meetings throughout the construction period.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- E. Agenda items: To the maximum extent practicable, advise the Engineer at least 24 hours in advance of project meetings regarding items to be added to the agenda.
- F. Minutes:
 - 1. The Engineer will compile minutes of each project meeting, and will furnish three copies to the Contractor and required copies to the Owner.
 - 2. Recipients of copies may make and distribute such other copies as they wish.

1.3 QUALITY ASSURANCE

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 No products are required in this Section.

PART 3 - EXECUTION

3.1 MEETING SCHEDULE

- A. Project meetings will be scheduled at the Preconstruction Meeting.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

- A. The Engineer will establish meeting location. To the maximum extent practicable, meetings will be held at the job site.

3.3 PRECONSTRUCTION MEETING

- A. Preconstruction Meeting will be scheduled to be held within 20 working days after the effective date of the Agreement.
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 - 2. The Engineer will advise other interested parties, including the Owner, and request their attendance.
- B. Minimum agenda: Data will be distributed and discussed on at least the following items:
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Engineer.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Engineer for review.
 - 6. Processing of Bulletins, field decisions, and Change Orders.
 - 7. Rules and regulations governing performance of the Work; and
 - 8. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.

3.4 PROJECT MEETINGS

- A. Progress meetings will be held throughout progress of the Work at intervals agreed to by Owner, Engineer and Contractor. Interval will generally be weekly.
- B. Contractor's project manager, job superintendent, major subcontractors and suppliers shall attend, as appropriate, to address agenda topics for each meeting. Contractor's representatives shall have authority to bind Contractor to decisions at the meetings.
- C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting. Contractor shall provide the following information in written form at each meeting.
 - 1. Construction progress, including:
 - a. Activities completed this reporting period.
 - b. Activities in progress this reporting period.
 - c. Activities scheduled to commence this reporting period.
 - 2. Description of problem areas.
 - 3. Current and anticipated delays.
 - a. Cause of the delay.
 - b. Corrective action and schedule adjustments to correct the delay.
 - c. Impact of the delay on other activities, on milestones, and on completion dates.
 - 4. Changes in construction sequence.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 SUMMARY

- A. Prepare and maintain the schedules and reports described in this Section to assure adequate planning and execution of the Work so that the Work is completed within the Contract Times, and to assist the Engineer in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. Requirements for progress schedule: General Conditions.
 - 3. Construction period: Form of Agreement.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- E. Comply with pertinent provisions of Section 01 33 01.
- F. Construction schedule: Prior to submission of the first Application for Payment, but no later than 30 calendar days after Contract Times commence, submit to the Engineer one reproducible copy and four prints of a construction schedule prepared in accordance with Part 3 of this Section.
- G. Periodic reports: Update the construction progress monthly and submit it to the Engineer prior to submittal of each Application for Payment for completed work.
 - 1. Submit four prints of the construction schedule updated as described in Part 3 of this Section.

1.3 QUALITY ASSURANCE

- A. Perform data preparation, analysis, charting, and updating in accordance with standards approved by the Engineer.
- B. Reliance upon the approved schedule:
 1. The construction schedule as approved by the Engineer will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract.
 2. Processing of the first Application for Payment will not be completed by the Engineer until the construction schedule has been submitted in accordance with 1.2 F. above.
 3. Processing of the 50 percent and 80 percent progress payment applications will not be completed by the Engineer until the periodic reports have been submitted in accordance with 1.2 G. above.

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 CONSTRUCTION ANALYSIS

- A. Graphically show by Critical-Path (CPM), Program Evaluation and Review Technique (PERT), Precedence Methods, bar-chart, or other means acceptable to the Engineer, the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram.
- B. Include, but do not necessarily limit indicated activities to:
 1. Project mobilization.
 2. Work elements.
 3. Special material and equipment installation and testing.
 4. Final cleanup.
 5. Final inspecting and testing.
 6. All activities by the Engineer that affect progress, required dates for completion, or both, for all and each part of the work.
 7. Contractor's anticipated working dates.

PART 3 - EXECUTION

3.1 CONSTRUCTION SCHEDULE

- A. As soon as practicable after receipt of Notice to Proceed, complete the construction schedule in preliminary form, meet with the Engineer, review contents of the proposed construction schedule, and make all revisions agreed upon.
- B. Submit in accordance with Paragraph 1.2 F. above.

3.2 PERIODIC REPORTS

- A. As required under Paragraph 1.2 G. above, update the approved construction schedule.
 - 1. Indicate "actual" progress in percent completion for each activity;
 - 2. Provide written narrative summary of revisions causing delay in the program, and an explanation of corrective actions taken or proposed.

3.3 REVISIONS

- A. Make only those revisions to approved construction schedule as are approved in advance by the Engineer.

END OF SECTION

SECTION 01 33 01

SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements, all as described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. Individual requirements for submittals will be described in pertinent Sections of these Specifications.
 - a. The process for securing approval of proposed substitutions is described in Section 01 62 01, "Product Options and Substitutions".
- C. Work not included:
 - 1. Submittals not required by the various Specification Sections of the Contract Documents will not be reviewed by the Engineer.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Engineer unless specifically called for within the Contract Documents.
- D. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Provide submittals of Shop Drawings, Samples, Substitution Requests, progress schedules and other items required in the Contract Documents in accordance with the provisions of this Section.

1.3 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.

3. Certify that this coordination has been performed by affixing the Contractor's signature to each Contractor's Submittal Transmittal Form Attachment 01 33 01.

B. Resubmittals and reimbursement of Engineer's costs.

1. The Engineer will record all time used by the Engineer in the review of any third and subsequent submittals.
2. The Owner will reimburse the Engineer at the Engineer's standard hourly rate for all time spent in such third and subsequent reviews and deduct such costs from payments due the Contractor.

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

A. Provide Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

1. Shop Drawings are not required for manholes, valve vaults, catch basins, pipe, and appurtenances needed for infrastructure systems (storm sewers, sanitary sewers, and water distribution) so long as the items are the materials and manufacturers specified in the project manual.

B. Submit Shop Drawings electronically to the Engineer as a single .pdf file set.

1. Attach, as the first page of each Shop Drawing, a completely executed Contractor's Submittal Transmittal Form Attachment 01 33 01.
2. Collate the electronic .pdf file to include all data pertaining to the Shop Drawing Submittal in one .pdf set.
 - a. Separate .pdf files submitted will be cause for rejection and the Shop Drawing will be returned to the Contractor.
3. In cases where Electronic Shop Drawing files exceed a size that is practical for electronic transmission via electronic mail or through an FTP site, the Contractor may and will be required to submit up to five (5) .pdf file shop drawing submittals on separate compact discs or removable USB storage, if requested, plus the quantity of discs or removable USB storage that will be required to be returned to the Contractor.

C. Submit all required shop drawings for a specification section at the same time under one Contractor's Submittal Transmittal Form Attachment 01 33 01.

- D. Do not submit partial submittals of an item within a specification section or use a separate Contractor's Submittal Transmittal Form for separate items within a particular section.
- E. Identify exceptions or items that do not comply with the specifications and provide explanation for exception or non-compliance.
- F. For Shop Drawings required to be resubmitted for review, include the following:
 - 1. A completely executed cover sheet Contractor's Submittal Transmittal Form Attachment 01 33 01.
 - 2. A cover letter responding to each of the review comments returned to the Contractor by the Engineer with the previous review and specifically stating:
 - a. If the equipment and resubmitted data provided complies with the review comment(s) then provide:
 - (1) How the equipment complies.
 - (2) Specifically indicate where support documentation can be located in the shop drawing.
 - b. If the equipment and resubmitted data provided cannot or does not comply with the review comment(s) then provide:
 - (1) What is being provided to comply instead.
 - (2) Justify why the Contractor feels the Engineer should consider it is acceptable to allow the Contractor to not comply with the specification.
 - 3. Resubmission of a complete and fully-inclusive shop drawing with all data pertinent to the item(s) being submitted.
 - a. Partial submission of data that only addresses the Engineer's specific review comments, or a portion thereof, and does not include all data for a complete resubmittal, will be cause for immediate rejection.
- G. Upon completion of the Engineers review of the Shop Drawings, one electronic .pdf file will be returned to the Contractor for their distribution.
 - 1. Upon the request of the Engineer or Owner at any time, the Contractor shall provide up to four (4) color, hard copy, shop drawing submittals.
 - 2. Upon the request of the Engineer or Owner at any time, the Contractor shall provide up to four (4) .pdf file shop drawing submittals on separate compact discs or removable USB storage.

2.2 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review by highlighting, circling, or other means, or by crossing out contents that do not pertain to the submittal and are not to be considered.
 - 1. This also applies to specifically indicating, when applicable, which optional items will or will not be provided with items specified.

2.3 SAMPLES

- A. Provide Sample or Samples identical to the precise article proposed to be provided.
 - 1. Identify as described under "Identification of Submittals" below.
- B. Number of Samples required:
 - 1. Unless otherwise specified, submit Samples in the quantity which is required to be returned, plus one which will be retained by the Engineer.
 - 2. By prearrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Engineer.
 - 3. Because submittals shall be submitted to the Engineer in an electronic format as described herein, the Contractor shall specifically indicate on the Contractor's Submittal Transmittal Form Attachment 01 33 01 included with each submittal (when samples are required) when and where the physical samples will or have been transmitted for physical observation.
 - 4. Include as part of the electronic submittal a .pdf copy of any and all transmittals, shipping information, signatures of receipt, etc. identifying the transmission and receipt of the said sample(s).

2.4 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Engineer for selection.

2.5 MANUFACTURERS' RECOMMENDED INSTALLATION PROCEDURES

- A. Maintain in a safe place at the site one copy of manufacturers' recommended installation procedures for all equipment and materials.
 - 1. Make these installation procedures readily available to the Engineer for reference.
- B. When the manufacturers' recommended installation procedures are submitted as part of the shop drawings required by the Contract Documents, approval of such installation procedures by the Engineer will not be required.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals, beginning with identifying number "001" for the first submittal delivered by the Contractor.
 - 1. When items are submitted for any reason, transmit under a new Contractor's Submittal Transmittal Form Attachment 01 33 01 and with a new transmittal number.

2. When material is resubmitted for any reason, cite the original identifying submittal number followed by insertion of a letter "A" for the first resubmittal, "B" for the second resubmittal, and so on.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
1. Use Contractor's Submittal Transmittal Form Attachment 01 33 01.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.

3.2 GROUPING OF SUBMITTALS

- A. Shop Drawings may be submitted for different specification sections under one Contractor's Submittal Transmittal Form Attachment 01 33 01, provided the items are specifically and directly related to each other such that review of the items from different specification sections is pertinent for a complete review.
1. Identify any and all items and their specific specification section(s) if included with and submitted under a differing main specification section submittal.
 2. Partial submittals may be rejected as not complying with the provisions of the Contract.
 3. The Contractor may be held liable for delays so occasioned.
 4. Do not submit unrelated items in group submittals.

3.3 ELECTRONIC SUBMITTAL PROCEDURES

- A. Summary:
1. Transmit submittals to Engineer in electronic (PDF) format using Submittal Exchange, a website service designed specifically for transmitting submittals between construction team members.
- B. Setup:
1. Obtain and pay for the Submittal Exchange subscription for this Project.
 - a. Contact Russell Bell at Submittal Exchange at 515.631.6543 or Russell.bell@oracle.com to verify cost prior to bid.
 - b. The minimum time frame to maintain the Submittal Exchange account for this project shall be the number of days for Final Completion, or up to and including the Date for Final Completion, plus any contract time extensions.
 2. The Engineer will set up and define the requirements of the Project to be submitted, transmitted, and maintained through Submittal Exchange.
 3. At Contractor's option, training is available from Submittal Exchange regarding use of website and .pdf submittals.
 - a. Contact Submittal Exchange at 515.631.6543.
 4. Internet Service and Equipment Requirements:
 - a. Email address and Internet access at Contractor's main office.

- b. Adobe Acrobat (www.adobe.com), Bluebeam .pdf Revu (www.bluebeam.com), or other similar .pdf review software for applying electronic stamps and comments.

C. Procedures:

1. Submittal Preparation - Contractor may use any or all of the following options:
 - a. Subcontractors and Suppliers provide electronic (.pdf) submittals to Contractor via the Submittal Exchange website.
 - b. Subcontractors and Suppliers provide paper submittals to General Contractor who electronically scans and converts to .pdf format.
 - c. Subcontractors and Suppliers provide paper submittals to Scanning Service which electronically scans and converts to .pdf format.
2. Review and certify by signature that the submittal complies with the requirements of the Contract Documents including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.
3. Transmit each submittal to Engineer using the Submittal Exchange website, www.submittalexchange.com.
4. Engineer review comments will be made available on the Submittal Exchange website for downloading.
5. Contractor will receive email notice of completed review.
6. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.

D. Project Close-out:

1. Submit three copies of the complete record of Submittal Exchange documents in .pdf format to the Engineer at the end of the Project.
 - a. Provide each copy on a separate compact disc or removable USB storage.

3.4 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B. In scheduling, allow at least ten working days for review by the Engineer following the Engineer's receipt of the submittal.

END OF SECTION

ATTACHMENT 01 33 01

CONTRACTOR'S SUBMITTAL TRANSMITTAL FORM

TO: BAXTER & WOODMAN, INC.
8678 RIDGEFIELD ROAD
CRYSTAL LAKE, IL 60012

DATE: _____

ATTN: _____

PROJECT NAME: _____

FROM: _____ SPEC NO. _____

_____ ENGR. DWG. NOS. _____

_____ TRANSMITTAL NO. _____

1. The following submittals are forwarded for your review:

<u>No. of Copies</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Drawing No.</u>	<u>Date</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. Have all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data been determined and verified? Yes ___ No _____

3. Has work indicated in this submittal been coordinated with all trades? Yes ___ No _____

4. Is work by all trades being provided as necessary to accommodate this submittal? Yes ___ No _____

5. Contractor's description and justification for deviations from Contract Documents (Use additional sheet if necessary.)

6. Remarks: _____

Signature: _____

1/15 - IL

SECTION 01 41 26

PERMITS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes permit requirements for building, work in highway rights-of-way, work in railroad rights-of way and for stormwater discharges.
- B. Related Sections:
 - 1. Documents affecting work of this Section include, but are not necessary limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. Other permits requirements may also be described in other Sections of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS - (Reserved).

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

1.7 BUILDING PERMITS

- A. Obtain all permits required, and pay all inspection fees for the respective work requiring such permits. Owner waives the permit filing fees.

END OF SECTION

SECTION 01 42 13

ABBREVIATIONS AND ACRONYMS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes abbreviations referenced in the Contract Documents.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

1.7 ABBREVIATIONS

- A. Referenced Standards:
 - 1. Where the Contract Documents reference any published specifications or standards of any organization or association, comply with the requirements

of the specification or standards which are current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

2. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

B. Abbreviations:

1. The following are definitions of abbreviations that may be used within the Project Manual:

AA - Aluminum Association

AASHTO - American Association of State Highway and Transportation Officials

ACI - American Concrete Institute

AISC - American Institute of Steel Construction

ANSI - American National Standard Institute

ASTM - American Society for Testing and Materials

AWG - American Wire Gauge

AWS - American Welding Society

AWWA - American Water Works Association

CBM - Certified Ballast Manufacturers Association

CRSI - Concrete Reinforcing Steel Institute

ICEA - Insulated Cable Engineers Association

IEEE - Institute of Electrical and Electronics Engineers, Inc.

ISA - Instrument Society of America

FS - Federal Specifications

NAPF – National Association of Pipe Fabricators

NEC - National Electrical Code (NFPA 70)

NECA - National Electrical Contractors' Association

NEMA - National Electrical Manufacturer's Association

NFPA - National Fire Protection Association or National Forest Products Association

NSF - National Sanitation Foundation

OSHA - U.S. Department of Labor, Occupational Safety and Health Department

PS - United States Products Standards

IDOT "STANDARD SPECIFICATIONS" - Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" including Recurring Special Provisions and Interim Special Provisions.

SSPC – Society for Protective Coatings

UL - Underwriter's Laboratories, Inc.

END OF SECTION

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes testing to be provided by an independent testing laboratory service.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. Requirements for specific tests will be described in various Sections of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Provide the services of a testing laboratory approved by the Engineer.
- B. Upon completion of each test and/or inspection, promptly distribute copies of test or inspection reports to the Engineer, to governmental agencies requiring submission of such reports, and to such other persons as directed by the Engineer.

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

1.7 TESTING AGENCY DUTIES AND LIMITS OF AUTHORITY

- A. Cooperate with the Engineer and the Contractor; provide qualified personnel and equipment to perform the scope of testing work outlined.
- B. Acquaint the Engineer and the Contractor with testing procedures for special conditions encountered at the site.
- C. Perform specified monitoring, sampling, and testing of the materials and construction.
 - 1. Comply with specified standards, ASTM, other authorities, and as specified.
 - 2. Ascertain compliance with the Contract Documents.
 - 3. Obtain written acknowledgment of sampling or testing.
- D. Give prompt written notice to the Engineer and the Contractor of irregularities or deficiencies of work which are observed during performance of service.
- E. The Laboratory is not authorized to release, revoke, alter or enlarge the Contract requirements, nor to approve or accept any portion of the work, nor to perform the duties of the Contractor.

PART 2 - PRODUCTS

2.1 PAYMENT FOR TESTING

- A. Include within the Contract Price an amount sufficient to cover all testing required of the Contractor under pertinent Sections of these Specifications, and to cover all testing and inspecting required by governmental agencies having jurisdiction.
- B. The Owner will pay for all testing and inspecting specifically requested by the Engineer over and above those described in Paragraph 2.1 A. above.
- C. When tests indicate noncompliance with the Contract Documents, all testing and subsequent retesting occasioned by the noncompliance shall be performed by the same testing laboratory and the costs thereof shall be paid by the Contractor.

PART 3 - EXECUTION

3.1 TAKING SPECIMENS

- A. Except as may be specifically otherwise approved by the Engineer, have the testing laboratory secure and handle all samples and specimens for testing.

3.2 COOPERATION WITH TESTING LABORATORY

- A. Provide access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.
- B. Furnish casual labor and facilities:
 - 1. To obtain and handle samples at the site or at the source of the product to be tested.
 - 2. To facilitate testing operations.
 - 3. For laboratory's exclusive use for storage and curing of test samples on site.
- C. Notify the testing agency sufficiently in advance of operations to allow for assignment of personnel and scheduling of its operations.
- D. Provide the testing laboratory with copies of approved relevant shop drawings.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes construction facilities and temporary controls required for the Work.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. Comply with pertinent safety requirements and regulations for temporary facilities and controls.
 - 3. Equipment normally furnished by the individual trades in execution of their own portions of the Work is not part of this Section.
 - 4. Permanent installation and hookup of the various utility lines are described in other Sections.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

1.7 REQUIREMENTS

- A. Provide construction facilities and temporary controls needed for the Work including, but not necessarily limited to:
 - 1. Sanitary facilities.
 - 2. Enclosures such as fencing, tarpaulins, barricades, and canopies.
 - 3. Fire extinguishers.
 - 4. Dust and mud control.

PART 2 - PRODUCTS

2.1 UTILITIES AND SERVICES DURING CONSTRUCTION

- A. Electricity:
 - 1. Provide necessary temporary wiring and, upon completion of the Work, remove such temporary facility.
 - 2. Provide and pay for electricity used in construction.
- B. Heating: Provide and maintain heat necessary for proper conduct of operations needed in the Work.

2.2 SANITARY FACILITIES

- A. Provide temporary sanitary facilities meeting federal, state, and local health department requirements.
 - 1. Maintain in a sanitary condition at all times.

2.3 ENCLOSURES

- A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

2.4 FIRE EXTINGUISHERS

- A. Provide and maintain not less than two fire extinguishers, multi-purpose dry chemical type with UL rating of 4A-60 B:C, 10-pound capacity, Amerex Model ABC, or equal, enclosed in suitable protecting cabinets and conveniently located for proper protection.

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Engineer.

3.2 DUST AND MUD CONTROL

- A. Take necessary precautions to control dust and mud associated with the Work, subject to the approval of the Engineer.
 - 1. In dry weather, spray dusty areas daily with water in order to control dust.
 - 2. Apply calcium chloride having a minimum chemical content of 77 percent calcium chloride at an application rate of 3 pounds per square yard of surface covered at locations as directed by the Engineer.
- B. Take necessary steps to prevent the tracking of mud onto adjacent streets and highways.
 - 1. Wash mud resulting from the construction traffic off the adjacent streets and highways.
 - 2. Clean all permanent roadways used for construction activities by using motorized street sweeper that utilizes vacuum and water to pick up debris, when directed by Engineer.

3.3 SECURITY

- A. Take whatever measures are necessary to protect the safety of the public, workmen, and materials.
 - 1. Provide inspection of work area daily.
 - 2. Provide the security of the site, both day and night.

END OF SECTION

SECTION 01 61 01

GENERAL EQUIPMENT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes the general equipment requirements applicable to all equipment and supplements the detailed equipment specifications.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Provide Attachment 01 61 01-1, Manufacturer's Certificate of Inspection; Attachment 01 61 01-2, Contractor's Verification of Equipment Inspection; and Attachment 01 61 01-3, Contractor's Equipment Guarantee for equipment as identified in Part 1 of the particular equipment specifications.
- B. Provide field service reports as specified below.
- C. Comply with pertinent provisions of Sections 01 33 01.

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 LUBRICANTS

- A. Provide lubricants of the type recommended by the equipment manufacturer for each item of equipment in sufficient quantity for start-up and initial operation of equipment.

- B. Provide lubrication fittings readily accessible from the outside of all equipment without removing covers or guards.

2.2 SAFETY GUARDS

- A. Cover all drive belts, chains and couplings with suitable guard fabricated of 14 gauge or heavier steel designed for easy installation and removal, unless otherwise specified.

2.3 ANCHORS

- A. Provide the size and number of anchor bolts, mechanical anchors and adhesive anchors determined by the equipment manufacturer unless otherwise indicated on the Drawings.
- B. Provide Type 316 stainless steel anchor bolts, threaded rods, nuts, washers, mechanical anchors, adhesive anchors, and other fastener parts for installing equipment, complying with ASTM F593 and F594.

PART 3 - EXECUTION

3.1 SHOP ASSEMBLY AND MATCHMARKING

- A. Assemble, inspect, and test equipment in the manufacturer's shop as far as is practical.
- B. Provide accurate shopmarking and identification for items to be field erected in accordance with erection details furnished with the equipment.
- C. Provide all fasteners and miscellaneous small parts to be field erected individually packaged for shipment, and identify as to location in accordance with a schedule of fasteners with the equipment.

3.2 INSTALLATION, INSPECTION, TESTING AND OPERATOR INSTRUCTIONS

- A. Provide the services of a qualified field service technician from the manufacturer of each piece of equipment to:
 - 1. Inspect the equipment installation including alignment, clearances, field erection where applicable, and initial lubrication where applicable.
 - 2. Ascertain that equipment has been installed in accordance with the manufacturer's recommended procedures and is ready for operation.
- B. For each site visit of the manufacturer's field service technician, submit a field service report from the field service technician within five (5) working days of the visit.

- C. After the installation has been completed in accordance with the manufacturer's recommendations and in the presence of the manufacturer's field service technician, test the equipment and its appurtenances for proper operating condition and for performance in accordance with these Specifications.
- D. Provide three (3) copies of the Manufacturer's Certificate of Inspection and the Contractor's Verification of Equipment Inspection to the Engineer certifying and verifying that the equipment and all appurtenances supplied with it have been installed in accordance with the manufacturer's recommendations and that the test operation was satisfactory.
 - 1. Use the forms, Attachment 01 61 01-1 and Attachment 01 61 01-2.
- E. Instruct the Owner's personnel in the proper operation and maintenance of the equipment in accordance with the manufacturer's recommendations.

3.3 EQUIPMENT GUARANTEE

- A. Guarantee all equipment, motors, electrical controls, and other mechanical devices to operate in accordance with the requirements of these Specifications and replace and repair any guaranteed item found to be defective within two years, or longer period if specifically stated for any particular item, from the date of the Owner's acceptance for use of the equipment without additional expense to the Owner for labor or materials.
 - 1. After obtaining Owner Authorized Representative's signature, provide three (3) copies of a Contractor's Equipment Guarantee WITH ORIGINAL SIGNATURES to the Engineer, using the form, Attachment 01 61 01-3.

END OF SECTION

ATTACHMENT 01 61 01-1

MANUFACTURER'S CERTIFICATE OF INSPECTION

Date of Inspection: _____

Project Name _____

Contractor: _____

Equipment Manufacturer: _____

Equipment Specification: _____

Equipment Type & Name: _____

This will certify that I, the manufacturer's representative, have completely checked and inspected the installation of this equipment and it has been properly installed in accordance with our instructions and requirements. I also certify that the equipment has been satisfactorily tested and is now ready for normal operation and use.

I have instructed the Owner's personnel in the proper operation and maintenance of the equipment which we have furnished for this project.

 Manufacturer's Representative's Signature

 Name and Title

Attendees:

_____ Name and Title	_____ Signature
_____ Name and Title	_____ Signature
_____ Name and Title	_____ Signature
_____ Name and Title	_____ Signature
_____ Name and Title	_____ Signature
_____ Name and Title	_____ Signature

ATTACHMENT 01 61 01-2

CONTRACTOR'S VERIFICATION OF EQUIPMENT INSPECTION

Date of inspection: _____

Project Name: _____

Contractor: _____

Equipment Manufacturer: _____

Equipment Specification: _____

Equipment Type & Name: _____

We, the Contractor for the subject project, hereby verify that the equipment manufacturer's serviceman has inspected and tested the installation of this equipment within the last 30 days and has certified that the equipment which we have furnished and installed for this project is now ready for normal operation and use by the Owner.

Contractor's Representative's Signature

Name and Title

ATTACHMENT 01 61 01-3

CONTRACTOR'S EQUIPMENT GUARANTEE

Date: _____

Project Name: _____

Contractor: _____

Equipment Manufacturer: _____

Equipment Specification: _____

Equipment Type & Name: _____

We, the Contractor for the subject project, hereby guarantee this equipment for a period of ___ years from the date of the Owner's acceptance and use of this equipment, and shall replace or repair the equipment or any parts thereof which become defective or do not function properly during normal operation and maintenance without any additional expense to the Owner for labor or materials.

Contractor's Representative's Signature

Name and Title

ACCEPTED this _____ day of _____, 20____, for Owner's use and initiation of Contractor's Equipment Guarantee. The Owner hereby accepts responsibility for operation and maintenance of said equipment as of this date.

Owner's Representative's Signature

Name and Title

SECTION 01 62 01

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes product options available to bidders and the Contractor, plus procedures for securing approval of proposed substitutions.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. Form 00 43 23 in the Bidding Documents provides space for Bidders to list proposed alternate major equipment and materials to those items listed in Form 00 43 33 and specified in the Specifications for which a substitute or "or equal" item of equipment and materials may be allowed if acceptable to the Engineer.
 - 3. Make submittals after Effective Date of the Agreement in accordance with pertinent provisions of Section 01 33 01.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

1.7 PRODUCT OPTIONS

- A. The Contract is based on standards of quality established in the Contract Documents.
1. In agreeing to the terms and conditions of the Contract, the Contractor has accepted a responsibility to verify that the specified products will be available and to place orders for all required materials in such a timely manner as is needed to meet his agreed construction schedule.
 2. Neither the Owner nor the Engineer has agreed to the substitution of materials or methods called for in the Contract Documents, except as they may specifically otherwise state in writing.
- B. Materials and/or equipment specified by name:
1. Where materials and/or equipment are specified by naming one single manufacturer and/or model number, followed by words that indicate no substitution is permitted, only the material and/or equipment named is approved for incorporation into the Work.
 2. Should the Contractor demonstrate to the approval of the Engineer that a specified material or method was ordered in a timely manner and will not be available in time for incorporation into this Work, the Contractor shall submit to the Engineer such data on proposed substitute materials and/or equipment as are needed to help the Engineer determine suitability of the proposed substitution.
- C. Where materials and/or equipment are specified by name and/or model number, followed by the words "or equal":
1. The material and/or equipment specified by name establishes the required standard of quality.
 2. Materials and/or equipment proposed by the Contractor to be used in lieu of materials and/or equipment so specified by name shall in all ways equal or exceed the qualities of the named materials and/or equipment.
 3. Major equipment and materials as listed in Form 00 43 33: After Effective Date of the Agreement, if the Engineer decides to evaluate any proposed alternate major equipment and materials listed in Form 00 43 23, the Contractor shall submit sufficient information in accordance with Paragraph 6.05.A.2 "substitute items" of the General Conditions for the Engineer's review.
 - a. The Engineer will not evaluate any proposed "substitute" or "or equal" items for the major equipment and material items not listed in Form 00 43 23.
 - b. The Engineer will evaluate the proposed alternate major equipment and materials listed in Form 00 43 23 as "substitute" items.
 4. Non-major equipment (items not listed in Form 00 43 33): The Contractor may propose "substitute" or "or equal" items for non-major equipment in accordance with Paragraph 6.05 of the General Conditions.

- a. If in the Engineer's sole discretion an item of material or equipment proposed by the Contractor does not qualify as an "or equal" item, the Engineer will notify the Contractor in writing that the item will be considered as a "substitute" item. If the Contractor wishes for the Engineer to continue the evaluation, the Contractor shall submit additional information in accordance with Paragraph 6.05.A.2 of the General Conditions.
- 5. The Engineer will record all time used by the Engineer to evaluate proposed substitute items. Owner will reimburse the Engineer at the Engineer's standard hourly rate for all time spent evaluating proposed substitute items and deduct such costs from payments due the Contractor. Costs associated with review of proposed "or equal" items will not be charged to the Contractor.
- D. Products specified by reference to standard specifications such as ASTM and similar standards do not require submittal except for interface within the Work.

1.8 DELAYS

- A. Delays in construction arising by virtue of the non-availability of a specified material and/or method will not be considered by the Engineer as justifying an extension of the agreed Contract Time.

END OF SECTION

SECTION 01 66 11

STORAGE AND PROTECTION OF MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. Additional procedures also may be prescribed in other Sections of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS – (Reserved).

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Section 01 14 11 for Contractor's storage area.
- B. Comply with the requirements of this Section for off-site storage.
 - 1. The Engineer reserves the right to visit and observe the off-site storage areas.
- C. Store equipment and materials in accordance with the manufacturer's instructions.
- D. Provide temporary weathertight enclosures to protect products from damage by the elements.
- E. Protect finished surfaces through which equipment and materials are handled.
- F. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- G. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

- H. Do not store plant maintenance equipment, furniture, and laboratory equipment on site until they are needed by the Owner or for progress of work.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

1.7 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Engineer, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.8 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality, and other pertinent information.

1.9 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:
 - 1. Make the several parts fit properly.
 - 2. Uncover work to provide for installing, inspecting, or both, of ill-timed work.
 - 3. Remove and replace work not conforming to requirements of the Contract Documents.
 - 4. Remove and replace defective work.

- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. In addition to other requirements specified, upon the Engineer's request uncover work to provide for inspection by the Engineer of covered work, and remove samples of installed materials for testing.
 - 3. Do not cut or alter work performed under separate contracts without the Engineer's written permission.

- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).

- B. Operation and Maintenance Manuals – (Reserved).

- C. Certificates and Guarantees – (Reserved).

- D. Spare Parts – (Reserved).

- E. Request for Engineer's consent:
 - 1. Prior to cutting which affects structural safety, submit written request to the Engineer for permission to proceed with cutting.
 - 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the Engineer and secure his written permission and the required Change Order prior to proceeding.

- F. Notices to the Engineer:
 - 1. Prior to cutting and patching performed pursuant to the Engineer's instructions, submit cost estimate to the Engineer. Secure the Engineer's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
 - 2. Submit written notice to the Engineer designating the time the Work will be uncovered, to provide for the Engineer's observation.

1.2 QUALITY ASSURANCE – (Reserved).

1.3 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.4 SITE CONDITIONS – (Reserved).

1.5 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 MATERIALS

- A. For replacement of items removed, use materials complying with pertinent Sections of these Specifications.

2.2 PAYMENT FOR COSTS

- A. The Owner will reimburse the Contractor for cutting and patching performed pursuant to a written Change Order, after claim for such reimbursement is submitted by the Contractor. Perform other cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection:
 - 1. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and backfilling.
 - 2. After uncovering the work, inspect conditions affecting installation of new work.
- B. Discrepancies:
 - 1. If uncovered conditions are not as anticipated, immediately notify the Engineer and secure needed directions.
 - 2. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION PRIOR TO CUTTING

- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

3.3 PERFORMANCE

- A. Perform required excavating and backfilling as required under pertinent other Sections of these Specifications.
- B. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
- C. Perform fitting and adjusting of products to provide finished installation complying with the manufacturer's recommendations for specified equipment, products, tolerances, and finishes.
- D. Perform slight alterations needed to make adjustable parts fit to fixed parts to provide a complete installation.
- E. Refinish surfaces as necessary to match adjacent finishes.

END OF SECTION

SECTION 01 74 23

FINAL CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in other pertinent Sections of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General:
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
 - 2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
 - 3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
 - 4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the environment.
- B. Site:
 - 1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
 - 2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of Paragraph 3.1 A. 1. above.
 - 3. Maintain the site in a neat and orderly condition at all times.
- C. Structures:
 - 1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
 - 2. Weekly, and more often if necessary, sweep interior spaces clean.
 - a. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
 - 3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness

- recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.
4. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed.
 - a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Engineer, may be injurious to the finish floor material.

3.2 FINAL CLEANING

- A. "Clean", for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Paragraph 3.1 above.
- C. Site:
 1. Unless otherwise specifically directed by the Engineer, broom clean paved areas on the site and public paved areas adjacent to the site.
 2. Completely remove resultant debris.
- D. Structures:
 1. Exterior:
 - a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - b. Remove all traces of splashed materials from adjacent surfaces.
 - c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
 - d. In the event of stubborn stains not removable with water, the Engineer may require light sandblasting or other cleaning at no additional cost to the Owner.
 2. Interior:
 - a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - b. Remove all traces of splashed material from adjacent surfaces.
 - c. Remove paint droppings, spots, stains, and dirt from finished surfaces.
 3. Glass: Clean inside and outside.
 4. Polished surfaces: To surfaces requiring routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.
- E. Schedule final cleaning as approved by the Engineer to enable the Owner to accept a completely clean Work.

3.3 CLEANING DURING OWNER'S OCCUPANCY

- A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Engineer in accordance with the General Conditions of the Contract.

END OF SECTION

SECTION 01 77 01
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes an orderly and efficient transfer of the completed Work to the Owner.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. Activities relative to Substantial Completion and Contract closeout are described in the General Conditions.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Prior to requesting that the Engineer issue a certificate of Substantial Completion in accordance with Paragraph 14.04 or 14.05 of the General Conditions, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for a joint inspection by Owner, Contractor, and Engineer.

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

1.7 PROCEDURES

- A. Substantial Completion:
1. Prepare and submit the list required by the first sentence of Paragraph 14.04.A of the General Conditions and submit it along with a written request that Engineer issue a certificate of Substantial Completion.
 2. Within a reasonable time after receipt of the list, Owner, Contractor and Engineer will jointly inspect the Work to determine status of completion.
 3. Should the Engineer determine that the Work is not substantially complete:
 - a. The Engineer will so notify the Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify the Engineer when ready for reinspection.
 - c. Owner, Contractor and Engineer will reinspect the Work.
 4. When the Engineer concurs that the Work is substantially complete:
 - a. The Engineer will prepare a tentative "Certificate of Substantial Completion," accompanied by the Contractor's list of items to be completed or corrected, as verified by the Engineer.
 - b. The Engineer will submit the tentative Certificate to the Contractor for acceptance.
 - c. After Contractor signs and returns the tentative Certificate to Engineer, Engineer will submit the tentative Certificate to Owner accompanied by a tentative list of items to be completed or corrected before final payment.
 - d. Owner will have seven days after receipt of the tentative Certificate during which to make objection to Engineer as to any provisions of the Certificate on attached list.
 - (1) If Owner objects, Engineer will consider Owner's objections. If, after considering Owner's objections, Engineer concludes that the Work is not substantially complete, Engineer will, within fourteen days after submission of the tentative Certificate to Owner, notify Contractor in writing, stating reasons therefore. If, after considering Owner's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor, a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative Certificate as Engineer believes justified after consideration of any objections of Owner.
 - (2) If Owner has no objections, Engineer will within fourteen days after submission of the tentative Certificate to Owner and Contractor issue a definitive Certificate of Substantial Completion.
 - e. At the time of delivery of the tentative Certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security,

operation, safety, maintenance, heat, utilities, insurance, warranties, and guarantees. Unless Owner or Contractor advise the Engineer in writing of any objections within seven days after delivery of the tentative Certificate of Substantial Completion, the Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- B. Final Completion:
1. Prepare and submit the notice required by the first sentence of Paragraph 14.06A of the General Conditions.
 2. Verify that the Work is complete including, but not necessarily limited to, the items mentioned in Paragraph 14.07.A of the General Conditions.
 3. Certify that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract Documents.
 - d. Equipment and systems have been tested as required, and are operational.
 - e. Work is completed and ready for final inspection.
 4. Owner, Contractor, and Engineer will make a joint inspection to verify status of completion.
 5. Should the Engineer determine that the Work is incomplete or defective:
 - a. The Engineer will so notify the Contractor, in writing, listing the incomplete or defective work.
 - b. The Contractor will remedy the deficiencies promptly, and notify the Engineer when ready for reinspection.
 6. When the Engineer determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- C. Closeout submittals include, but are not necessarily limited to:
1. Project Record Documents described in Section 01 78 39.
 2. Manufacturer's Certificate of Inspection, Contractor's Verification of Equipment Inspection, and Contractor's Equipment Guarantee for each item of equipment as required in Section 01 61 01.
 3. Warranties and bonds.
 4. Section 00 65 36 Warranty Form.
 5. Section 00 65 36.03 Contractor's Affidavit Letter.
 6. Keys and keying schedule.
 7. Spare parts and materials extra stock.
 8. Evidence of compliance with requirements of governmental agencies having jurisdiction including but not necessarily limited to:
 - a. Certificates of Inspection.
 - b. Certificates of Occupancy.
 9. Certificates of Insurance for products and completed operations.
 10. Evidence of payment and release of liens.

11. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
- D. Final adjustment of accounts:
1. Submit a final statement of accounting to the Engineer, showing all adjustments to the Contract Price.
 2. If so required, the Engineer will prepare a final Change Order showing adjustments to the Contract Price which have not been made by previous Change Orders.

END OF SECTION

SECTION 01 78 26

OPERATION AND MAINTENANCE MANUAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide operation and maintenance manuals described in pertinent Sections of these Specifications and as specified herein.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Submit Operation and Maintenance Manuals electronically to the Engineer as a single .pdf file set.
 - 1. Attach, as the first page of each Operation and Maintenance Manual, a completely executed Contractor's Submittal Transmittal Form Attachment 01 33 01.
- B. Revise and resubmit as necessary to establish compliance with the specified requirements, all as described in this Section.
- C. In cases where Electronic Operation and Maintenance Manual files exceed a size that is practical for electronic transmission vial electronic mail or through an FTP site, the Contractor may and will be required to submit up to five (5) .pdf file Operation and Maintenance Manuals on separate compact discs or removable USB storage, if requested, plus the quantity of discs or removable USB storage that will be required to be returned to the Contractor.
- D. Upon completion of the Engineers review of the electronic Operation and Maintenance Manual, one electronic .pdf file will be returned to the Contractor for their distribution.
 - 1. Submitted Manuals found to not be in compliance will be returned with the Engineers comments for the Contractors revision and resubmission.
 - 2. Submitted Manuals found to be in compliance will be returned with the Engineers comments and marked "Submit Required Copies", at which time the contractor shall provide the number of electronic .pdf Manuals on individual compact discs or removable USB storage and/or hard copy Manuals organized and bound as specified herein.

3. Upon the request of the Engineer or Owner at any time, the Contractor shall provide up to four (4) color, hard copy Operation and Maintenance Manuals.
4. Upon the request of the Engineer or Owner at any time, the Contractor shall provide up to four (4) .pdf file Operation and Maintenance Manuals on separate compact discs or removable USB storage.

E. Comply with pertinent provisions of Section 01 33 01.

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE MANUALS

- A. Where operation and maintenance manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Hard copy format:
 1. Size: 8½" x 11".
 2. Paper: White bond, at least 20 lb. weight.
 3. Text: Neatly written or printed.
 4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the manual and provide a drawing pocket inside rear cover or bind in with text.
 5. Flysheets: Separate each portion of the manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
 6. Binding: Use heavy-duty plastic or fiberboard covers with binding mechanism concealed inside the manual; 3-ring binders will be acceptable.
 7. Provide front and back covers for each manual, using durable material, and clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE MANUALS

(_____)

(Name and address of Work)

(_____)

(Name of Contractor)

(_____)

(General subject of this Manual)

(_____)

(Engineer, and approval date)

- C. Electronic format:
 - 1. Provide in .pdf format as a single document.
 - 2. Provide an index and bookmarks for the sections.
 - 3. Insert blank pages as required to permit two sided printing of the manual.
 - 4. Format document for printing on 8½” x 11” and 11” x 17” paper size.

- D. Contents: Include at least the following:
 - 1. Index near the front of the manual, giving immediate information as to location within the manual of all emergency information regarding the installation.
 - 2. Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and reassembly.
 - 3. Complete nomenclature of all parts of the equipment.
 - 4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
 - 5. Complete recommended schedule for maintenance of equipment and recommended schedule for replacement of parts and components.
 - 6. Manufacturers' bulletins, cuts, operation and maintenance manuals, and descriptive data, where pertinent, clearly indicating by highlighting or boxout the precise items included in this installation and deleting by cross-out or elimination, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
 - 7. Measurements: Provide all measurements in U.S. standard units such as feet-and-inches, lbs., and cfm; and, where appropriate, provide additional measurements in the "International System of Units" (SI).
 - 8. Such other data as required in pertinent other Sections of these Specifications.

PART 3 - EXECUTION

3.1 TIMING AND PAYMENT

- A. Make submittals far enough in advance of scheduled dates for equipment installation to provide at least ten (10) working days for review by the Engineer following the Engineer's receipt of the submittal.

- B. Submit required manuals for each item of equipment to the Engineer no later than 30 days following the Engineer's approval of shop drawings for said item of equipment.
- C. Payment for the fabrication, delivery, or installation of any equipment will be withheld until the Engineer has received the required operation and maintenance manual(s).

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents, as described in Paragraph 3.1 below and, upon completion of the Work, submit the recorded changes as described in Paragraph 3.2 below.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
 - 2. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- E. Comply with pertinent provisions of Section 01 33 01.
- F. The Engineer's approval of the current status of Project Record Documents may be a prerequisite to the Engineer's approval of requests for progress payment and request for final payment under the Contract.
- G. Prior to submitting each request for progress payment, secure the Engineer's approval of the current status of the Project Record Documents.
- H. Prior to submitting request for final payment, submit the final Project Record Documents to the Engineer and secure his approval.

1.3 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Engineer.
- B. Accuracy of records:
 - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
 - 2. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
- C. Make entries within 24 hours after receipt of information that the change has occurred.
- D. Do not conceal any work until the required information is recorded.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the Engineer's approval.
 - 1. Such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials.
 - 2. In such case, provide replacements to the standards originally required by the Contract Documents.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS

- A. Job set: Promptly following receipt of the Owner's Notice to Proceed, secure from the Engineer at no charge to the Contractor one complete set of all Documents comprising the Contract.

PART 3 - EXECUTION

3.1 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the job set described in Paragraph 2.1 A. above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET".
- B. Preservation:
 - 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set.
 - 2. Do not use the job set for any purpose except entry of new data and for review by the Engineer.
 - 3. Maintain the job set at the site of Work where designated by the Engineer.
- C. Making entries on Drawings:
 - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
 - 2. Date all entries.
 - 3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
 - 4. In the event of overlapping changes, use different colors for the overlapping changes.
- D. Make entries in the pertinent other Documents as approved by the Engineer.
- E. Conversion of schematic layouts:
 - 1. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items, is shown schematically and is not intended to portray precise physical layout.
 - a. Final physical arrangement is determined by the Contractor, subject to the Engineer's approval.
 - b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the Drawings.
 - 2. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of items such as are described in Paragraph 3.1 E. 1. above.

3.2 REVIEW AND SUBMITTAL

- A. Submit the completed set of Project Record Documents to the Engineer as described in Paragraph 1.2 H. above.
- B. Participate in review meetings as required.

- C. Make required changes and promptly deliver the final Project Record Documents to the Engineer.

3.3 CHANGES SUBSEQUENT TO ACCEPTANCE

- A. The Contractor has no responsibility for recording changes in the Work subsequent to Final Completion, except for changes resulting from work performed under Warranty.

END OF SECTION

SECTION 02 41 53

DEMOLITION, REMOVAL AND ABANDONMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes demolition and removal of structures and parts of structures, removal of above grade and underground improvements, and abandonment of underground structures and pipelines as shown on the Drawings and specified in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

1.7 DEFINITIONS

- A. Demolish – Raze and dispose of above grade structures; including, but not limited to walls, roofs, ceilings, and ground floor slabs and floors. Raze and dispose of all equipment, piping and plumbing, electrical and communications conduit, wires and cables, furniture, furnishings, windows, and doors in above grade and below grade structures.
- B. Remove – Excavate structure foundations, tanks, underground pipes, etc. in their entirety.
- C. Dispose – Transport or haul materials and equipment of any and all types to off-site location(s).
- D. Abandon – Remove structure foundations, tanks, and underground pipes, etc within the following limits
 - 1. 5 feet horizontally from any proposed structure or pipe, and
 - 2. 3 feet vertically below the proposed finished grade or the outside edges of any proposed structure or pipe.
- E. This work includes breaking up of below grade foundation slabs and sealing of underground pipes with mechanical plugs and/or concrete plugs.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide materials, not specifically described but required for proper completion of the work of this Section, as selected by the Contractor subject to the approval of the Engineer.
- B. Grout for filling of abandoned pipes and structures:
 - 1. Cellular grout:
 - a. Low density cellular concrete capable of being mixed on site and pumped into place through a 2-inch hose.
 - b. Foaming agent complying with ASTM C869.
 - c. Portland Cement: ASTM C150, Type I or Type II.
 - d. Contents: Cement, fly ash, water and foaming agent.
 - e. Minimum net density: 70 pcf.
 - f. Acceptable manufacturer:
 - (1) Mearl Geofoam Liquid Concentrate.
 - (2) Or equal.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 PROTECTION

- A. Protect existing utilities indicated or made known.
- B. Protect trees and shrubs, where indicated to remain, by plank wrappers securely wired in place or by providing a fence around the tree or shrub of sufficient distance away and of sufficient height so trees and shrubs will not be damaged in any way as part of this Work.
 - 1. Do not permit any equipment to operate within 5 feet of any trees or shrubs that are to remain or in a manner as to harm overhanging branches.
- C. Protection of persons and property:
 - 1. Barricade open depressions and holes occurring as part of this Work, and post warning lights on property adjacent to or with public access.
 - 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by operations under this Section.
- D. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.
- E. Maintain access to the site at all times.

3.3 DEMOLITION

- A. General:
 - 1. By careful study of the Contract Documents and visiting the site, determine the location and extent of demolition to be performed.
 - 2. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.
- B. Demolition of existing structures:
 - 1. Demolish and remove existing structures, piping and equipment or parts thereof in a manner such as not to damage corresponding items which are to remain.
 - 2. In those areas in which structures or piping to be demolished and removed now occupy space to be used for proposed structures, remove the existing

structure or piping in total unless other instructions are included on the Drawings.

- C. Existing equipment:
 - 1. Existing mechanical or electrical equipment, miscellaneous metals, pipe, fittings, valves, furniture, cabinets, and other materials of whatever nature are, and shall remain, the property of the Owner

3.4 DISPOSAL

- A. General:
 - 1. Dispose of all debris from demolition work.
 - 2. Dispose away from the site in a legal manner.
 - 3. Do not store or accumulate debris at the job site.
- B. Do not burn debris at the site.
- C. Prepare documentation identifying the hauler, generator, place of origin of debris or soil, the weight or volume of debris or soil, and the location, owner, and operator of the facility where debris or soil was transferred, disposed, recycled or treated. Maintain documentation for three years.

3.5 UTILITIES

- A. Coordinate with utility companies and agencies as required.
- B. Where utility cutting, capping, or plugging is required, pay utility company to do the work, or perform such work in accordance with requirements of the utility company or governmental agency having jurisdiction.

END OF SECTION

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide low-voltage electrical power conductors and cables as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Product data including conductor sizes, number of strand, insulation thickness, overall diameter, etc. for each type of conductors to be installed.
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Comply with the following standards:
 1. UL 83 and ICEA S-61-402 for thermoplastic insulated wire and cable.
 2. UL 44, ICEA S-19-81 and ICEA S-66-524 for rubber or rubber-like and cross-linked thermosetting polyethylene insulated wire and cable.
- B. Provide copper wire only.
- C. No underground splices allowed unless approved by the Engineer.

2.2 WIRE AND CABLE IN RACEWAY

- A. Power, light, and control conductors:
 1. Insulation: Rated for 600 volts.
 - a. Use dual rated type THHN/THWN in temperature controlled indoor locations.
 - b. Use Type XHHW in underground locations and unheated concrete structures.
 2. Use stranded wire for control conductors.
- B. Variable Frequency Drive (VFD) Multi-conductor cable:
 1. Conductor: 3C-7 strand copper conductors to ASTM B8.
 2. Insulation: 600V, flame retardant, cross-linked polyethylene (FR XLPE), 90 degrees C, wet/dry (UL44) XHHW-2.
 3. Grounding conductors: 3 stranded bare copper grounds symmetrically located in continuous contact with a copper tape shield.
 4. Shielding: Dual copper tape shields helically wound with 50% overlap.
 5. Assembly: 3 phase conductors with symmetrically located tri-sectional grounding conductors in continuous contact with a copper tape shield.
 6. Overall jacket: 90C-25C flame retardant yellow PVC LAG (Low Acid Gas) sunlight resistant.
 7. Temperature: 90 degree C wet/dry.
 8. Voltage class: 600 volts.
 9. Approvals: IEEE 383, 70,000 BTU flame test; UL 1277 and UL 1581; tray cable rated (TC).
 10. Manufacturer:
 - a. Belden VFD Cable.
 - b. Or equal.

2.3 DIRECT BURIAL CABLE

- A. General use direct burial cable:
 1. Conductors: No. 10 AWG minimum stranded copper, single or multiple conductor.
 2. Insulation: Type USE or UF rated for 600 volts.

3. Route in Schedule 80 PVC conduits or galvanize rigid steel conduit with water-tight coupling and fittings.

2.4 JOINTS, TAPS, SPLICES, AND TERMINATIONS

- A. Conductors No. 10 AWG and smaller: Use twist type insulated wire nut solderless connectors.
- B. Conductors No. 8 AWG and larger: Use solderless compression type connectors of type that will not loosen under vibration or normal strains.
- C. Control and instrumentation conductors: Use crimp type spade connectors where control wires are connected to screw terminals of equipment.
- D. Joints, taps, and splices located in enclosures subject to moisture: Use watertight splice kits.

2.5 PERMANENT WIRE MARKERS

- A. Provide type-on, self-laminating vinyl, heat shrink polyolefin or nylon clip-sleeve, alpha-numeric, permanent wire markers.
 1. Use fine-line, black, permanent ink pens where field marking is necessary.
 2. Cloth tags are not acceptable.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install low-voltage electrical power conductors and cables in accordance with manufacturer's recommendations.
- B. Install wire and cable in conduit unless otherwise shown on the Drawings.
- C. Trench and backfill for direct burial cables:
 1. Install cable in rigid steel conduit under and 1-foot beyond all driveways and other pavement, and within a radius of 5 feet from all structures, trees, obstacles, etc.
 2. Provide suitable bracing for cable to withstand movement due to settlement where cable crosses a previous or new excavation.
 3. Seal all conduit entrances with watertight cable-conduit seals to prevent entrance of water into underground structures and caulk opposite end of conduit where conductors enter junction box, panel or electrical enclosure.

- D. Install warning tape along and above direct buried cable.
 - 1. Use red plastic, 6-inch wide tape.
 - 2. Imprinted "CAUTION - ELECTRIC CABLE BELOW".
 - 3. Bury approximately 1-foot below surface before final backfilling.
- E. Maintain barrier or conduit separation between power conductors and instrumentation conductors to avoid magnetic interaction where such conductors enter and pass through same manhole, handhole, casing pipe, box, or enclosure.
- F. Provide individual wiring compartments or barrier for separation between intrinsically safe and non-intrinsically safe conductors inside enclosures.

3.2 WIRE AND CABLE IDENTIFICATION

- A. Install permanent wire markers on wire and cable in junction boxes, pull boxes, wireways, and wiring gutters of panels. Markers to identify wire or cable number.
- B. Provide schedule identifying various power and lighting conductors from power source to equipment or device served.

3.3 FIXTURE OUTLETS

- A. Use minimum AWG No. 12 wire for conductors supplying power to single fixture.

END OF SECTION

SECTION 26 05 23

CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide control-voltage electrical power cables as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Product data including conductor sizes, number of strand, insulation thickness, overall diameter, etc. for each type of conductors to be installed.
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Comply with the following standards:
 1. UL 83 and ICEA S-61-402 for thermoplastic insulated wire and cable.
 2. UL 44, ICEA S-19-81 and ICEA S-66-524 for rubber or rubber-like and cross-linked thermosetting polyethylene insulated wire and cable.
- B. Provide copper wire only.

2.2 WIRE AND CABLE

- A. Shielded instrumentation cable:
 1. Conductors: Stranded No. 18 AWG tinned copper.
 2. Insulation: Polyethylene or fluorinated ethylene propylene (FEP), color coded, rated for 300 volts.
 3. Jacket: Polyvinyl chloride or FEP.
 4. Shielding: Aluminum polyester, 100 percent coverage.
 - a. Includes stranded No. 20 AWG tinned copper drain wire.
 5. Provide Belden, or equal, copper instrumentation cable systems:
 - a. For 2-conductor requirements:
 - (1) Belden No. 8760 suitable for outdoor.
 - (2) Belden No. 88760 suitable for outdoor & burial.
 - b. For 3-conductor requirements:
 - (1) Belden No. 8770 suitable for outdoor.
 - (2) Belden No. 88770 suitable for outdoor & burial.
 - c. For 2-twisted pair requirements: Belden No. 9552.
 6. UL Listed for use.
 7. Provide shielded instrumentation cable suitable for flooded burial and freeze/thaw conditions where installed in duct banks, underground conduits, or conduits in and on unheated structures.
- B. Multi-conductor shielded instrumentation cable:
 1. Conductors: Stranded No. 16 or 18 AWG tinned copper.
 2. Insulation: Flame-retardant ethylene propylene rubber (EPR) Type II or cross-linked polyethylene (XLPE). Color code per ICEA Method 1; pair – black & white. One conductor in each pair is printed alpha-numerically for easy identification.
 3. Shield: Individual pairs shielded with aluminum/polyester in contact with stranded tinned copper drain wire and overall shielded is aluminum/polyester in contact with stranded tinned copper drain wire.
 4. Outer jacket: Flame-retardant thermoplastic chlorinated polyethylene (CPE).
 5. Volts: 300V or 600V.
 6. Conductors: Class B stranding per ASTM B8, tinned annealed copper per ASTM B33.

7. Application: In free air, raceways or direct burial in accordance with NEC. Permitted for use in Class I Div. 2 industrial hazardous locations per NEC Article 501-4(b) for UL Type PLTC cables.
 8. Acceptable manufacturers:
 - a. General Cable.
 - b. Omni Cable.
 - c. Or equal.
- C. Multi-conductor thermostat cable, low voltage:
1. Conductors: Solid No. 18 AWG copper.
 - a. Minimum of 4 conductors per cable.
 2. Insulation and jacket: Polyvinyl chloride, color coded, UL listed for use, rated for circuits operating at less than 50 volts.
- D. Telephone cable:
1. Conductors: Solid No. 24 AWG tinned copper.
 - a. Minimum of 4 twisted pairs per cable.
 2. Insulation and jacket: Polyvinyl chloride, color coded, UL listed for use.
- E. Data cables:
1. Verify unique cable requirements of individual data systems shown on Drawings with Systems Integrator.
 2. Provide Belden or equal, copper data cable systems:
 - a. E/IP application:
 - (1) Belden No. 7953A Cat 6 – 4 pair, bonded, indoor rated, stranded, shielded, 600 Volt rated.
 - (2) Belden No. 7937A Cat 5e – 4 pair, bonded, burial rated, stranded, shielded, 300 Volt rated.
 - b. Modbus application:
 - (1) No. 9841 multi-conductor - low capacitance computer cable for EIA RS-485 applications, 1-pair conductors, 24 AWG, chrome PVC jacket, with overall foil/braid shield.
 3. Provide data cable suitable for flooded burial and freeze/thaw conditions where installed in duct banks, underground conduits, or conduits in and on unheated structures.
 4. Provide data cables UL listed for intended use.
 5. Crimped-on “male” connectors are not allowed for E/IP cable terminations. E/IP cables are to be “punched-down” in “key-stone” type jack that is to be supplied by panel manufacturer as specified in other cabinet/panel specifications.
 6. Utilize 600 Volt rated cable inside electrical enclosures that contain more than 300 Volts.
- F. Fiber optic cables:
1. Number of fibers in cable: 6 fibers.
 2. Type of fiber (optical): 9.2 micron Singlemode.
 3. Outer jacket:
 - a. Polyethylene (PE).

4. Storage and operating properties: -40 to +70 deg C.
5. Rated for both indoor and outdoor application and burial in conduit.
6. Flame resistance UL 1666.
7. Strength Member Material: Aramid Yarn, Fiberglass Epoxy Rod.
8. Gel filled, loose tube construction.
 - a. Buffer Tube Material: Thermoplastic.
 - b. Buffer Tube Filling Material: Gel.
9. Minimum installation bend radius: 4.9".
 - a. Acceptable manufacturer:
 - (1) Belden No. B9W045T.
 - (2) Or equal.

2.3 JOINTS, TAPS, SPLICES, AND TERMINATIONS

- A. Conductors No. 10 AWG and smaller: Use twist type insulated wire nut solderless connectors.
- B. Control and instrumentation conductors: Use crimp type spade connectors where control wires are connected to screw terminals of equipment.
- C. Joints, taps, and splices located in enclosures subject to moisture: Use watertight splice kits.

2.4 PERMANENT WIRE MARKERS

- A. Provide type-on, self-laminating vinyl, heat shrink polyolefin or nylon clip-sleeve, alpha-numeric, permanent wire markers.
 1. Use fine-line, black, permanent ink pens where field marking is necessary.
 2. Cloth tags are not acceptable.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install control-voltage electrical power cables in accordance with manufacturer's recommendations.
- B. Install wire and cable in conduit unless otherwise shown on the Drawings.
- C. Maintain barrier or conduit separation between power conductors and instrumentation conductors to avoid magnetic interaction where such conductors enter and pass through same manhole, handhole, casing pipe, box, or enclosure.
- D. Run instrumentation conductors into control cabinets or MCC only if terminated therein. Maintain separation of power and instrumentation conductors inside cabinets.

- E. Provide individual wiring compartments or barrier for separation between intrinsically safe and non-intrinsically safe conductors inside enclosures.
- F. Provide an LC type connector to terminate both ends of all fiber optic cables into a fiber optic patch panel.

3.2 WIRE AND CABLE IDENTIFICATION

- A. Install permanent wire markers on wire and cable in junction boxes, pull boxes, wireways, and wiring gutters of panels. Markers to identify wire or cable number.
- B. Provide schedule identifying various control and instrumentation circuit conductors based on equipment tag numbers.

END OF SECTION

SECTION 26 05 26

GROUNDING AND BONDING OF ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide grounding and bonding of electrical systems as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.
 - 3. Utility company providing electrical service.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Ground clamp fittings, connections, and joints:
 - 1. Provide interlocking listed clamp fabricated from high strength corrosion-resistant metal.
 - 2. Use high strength silicon bronze U-bolt, nuts, and lock washers.
 - 3. Use high strength cast bronze ground rod clamp listed for direct burial for ground rod.
- B. Ground rods:
 - 1. Provide copper or copper-clad steel core.
 - 2. Use 5/8-inch diameter minimum and 10-foot long.
- C. Ground wires:
 - 1. Use copper wire only.
 - 2. Size as shown on the Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Grounding electrode system:
 - 1. Connect to existing grounding electrode system.
 - 2. Attach ground wire to a point ahead of water meter or service shut-off valve, when available.
 - 3. Attach ground wire to building steel where available.
- B. Main and supplemental grounding electrode conductors:
 - 1. Install jumper or shunt around water meter and/or shut-off valve when applicable.
 - 2. Attach nonferrous metal tag at water pipe connection to warn against removal.
- C. Install properly terminated equipment grounding conductor in all flexible conduits.
- D. Where applicable, drive ground rod to a depth that allows for physical protection and concealment below finished floor or grade. Leave approximately 4 inches of rod exposed for inspection prior to concealment.
- E. Make connections to ground rods with molded exothermic weld process, or a listed and approved ground rod clamp.

3.2 FIELD QUALITY CONTROL

- A. Perform and record resistance-to-earth measurements witnessed by Engineer with all grounding electrode conductors.
 - 1. Isolate ground under test from other grounds.
 - 2. Measure in normally dry conditions not less than 48 hours after rainfall.
 - 3. Measure at each ground rod and other ground connections when applicable.
- B. Maximum D.C. resistance allowable is 5 ohms.
- C. Use the three-point method of measurement, unless specified otherwise.

END OF SECTION

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide hangers and supports for electrical systems as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide zinc galvanized, cadmium plated steel, or malleable iron supporting devices.
- B. Provide factory PVC-coated metal supports, clamps, and hardware when PVC-coated, galvanized rigid steel conduit is used.
 - 1. Comply with Section 26 05 33.
- C. Provide PVC supports, clamps and hardware for nonmetallic conduit system.
- D. Provide drilled expansion insert type sleeve anchors, lag shields, or plastic anchors suitable for load and application.

2.2 SUPPORTING STRUCTURES

- A. Provide rack supports of stainless steel channels with adequate feet for secure mounting.

2.3 MOUNTING PANELS

- A. Provide adequately braced and sized equipment mounting panels where required to mount equipment.

2.4 CONDUIT SUPPORTS

- A. Provide continuous or T-slot concrete insert channel.
- B. Provide one-hole or two-hole conduit straps as required.

2.5 TRANSFORMER MOUNTING BRACKETS

- A. Provide mounting brackets fabricated of galvanized steel channel section designed to support size of transformer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Determine if ceiling channel system is adequately supported to receive and support lighting fixtures.
 - 1. Where deemed inadequate, provide additional support to prevent ceiling from sagging.

3.2 INSTALLATION

- A. Install hangers and supports for electrical systems in accordance with manufacturer's recommendations.
- B. Do not use perforated hanger iron.
- C. Pass conduit through pitch pocket at roof line when extending conduit through roof.

END OF SECTION

SECTION 26 05 33

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide raceway and boxes for electrical systems as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide conduit system of the types of conduit as indicated in the Conduit Usage Schedule in Part 3 of this Section.
- B. Provide junction boxes as necessary to facilitate pulling and/or splicing of wires.
- C. Provide factory PVC-coated boxes of same coating thickness as conduit system where PVC-coated conduit is used (except hazardous classified areas).
- D. Provide PVC boxes where non-metallic conduit system is used.

2.2 METAL RACEWAY AND FITTINGS

- A. Galvanized rigid steel conduit (GRC) and fittings:
 - 1. Conduit: Comply with ANSI C80.1 and UL 6 standards.
 - 2. Fittings: Comply with UL 514B and NEMA FB1 & FB2.10 standards.
- B. Intermediate metal conduit (IMC) and fittings:
 - 1. Conduit: Comply with ANSI C80.6 and UL 1242 standards.
 - 2. Fittings: Comply with UL 514B and NEMA FB1 & FB2.10 standards.
- C. Electrical metallic tubing (EMT) and fittings:
 - 1. Conduit: Comply with ANSI C80.3 and UL 797 standards.
 - 2. Fittings: Comply with UL 514B and NEMA FB1 & FB2.10 standards.
- D. Polyvinyl-chloride (PVC) coated galvanized rigid steel conduit and fittings.
 - 1. Conduit: Comply with ANSI C80.1, UL 6, and NEMA RN1 standards.
 - a. Galvanized rigid steel conduit with full weight 40 mil thick PVC exterior coating.
 - b. PVC bonding to galvanized metal shall be stronger than plastic tensile strength.
 - c. Provide nominal 2 mil thick urethane, or equal, coating to inside of conduit.
 - 2. Fittings:
 - a. Comply with UL 514B and NEMA RM1 standards.
 - b. Threaded with full weight 40 mil thick PVC exterior coating.
 - c. Inside coating: Nominal 2 mil thick urethane, or equal.
 - d. Provide pressure sealing sleeves on all conduit openings.
 - 3. Accessories: Provide straps, clamps, and screws with full weight 40 mil thick PVC exterior coating.
 - 4. Provide factory-installed PVC coating on all components of PVC coated conduit system.
 - a. Use coating in field only for touch-up of components.

- E. Rigid aluminum conduit and fittings:
 1. Conduit: Comply with ANSI C80.5 and UL 6 standards.
 2. Fittings: Threaded, and in compliance with Comply with UL 514B and NEMA FB1 standards.

2.3 FLEXIBLE METAL RACEWAY AND FITTINGS

- A. Liquidtight, flexible metal conduit and fittings:
 1. Conduit: Comply with UL 360 standards.
 - a. Galvanized flexible steel core.
 - b. Provide outer liquidtight, PVC sunlight resistant jacket.
 2. Fittings: Comply with UL 514B and NEMA FB1 standards.
- B. Flexible metal conduit and fittings:
 1. Conduit: Comply with UL 1 standards.
 2. Fittings: Comply with UL 514B and NEMA FB1 standards.

2.4 NON-METALLIC RACEWAY AND FITTINGS

- A. Rigid conduit: Comply with ANSI C80.3, ASTM F512, NEMA TC-2 and UL 651 standards.
 1. Use heavy wall, sunlight resistant, PVC Schedule 40 or 80 as shown on the Drawings.
 2. Rated for use with 90 degree C. conductors.
- B. Liquid tight, flexible conduit: Comply with ANSI-79 and UL 1660 standards.
 1. Fittings: Liquid-tight.
- C. Fittings:
 1. Comply with UL 514C and NEMA TC3 standards.
 2. Schedule 40 or 80 to match conduit.

2.5 CONDUIT BODIES

- A. Metallic conduit bodies:
 1. Comply with ANSI C80.4 and C33.84, and UL 514 standards.
 - a. Use galvanized or cadmium plated malleable iron, or copper-free aluminum material.
 - b. Provide factory PVC-coated conduit bodies of same coating thickness as conduit where PVC-coated conduit is used.
- B. Non-metallic conduit bodies:
 1. Comply with ASTM F512 and UL 514 and 651 standards.
 - a. Compatible with Schedule 40 or 80 conduit.
 - b. UL listed for use.
- C. Provide removable cover with gasket and corrosion-resistant screws.

2.6 EXPANSION FITTINGS

- A. Expansion fittings: Comply with UL 514 standards.
 - 1. Provide copper grounding strap and clamps.
 - 2. Use Crouse-Hinds Type XJ, or equal.
- B. Expansion/deflection fitting:
 - 1. Comply with UL 514 and 467 standards.
 - 2. Use Crouse-Hinds Type XD, or equal.
- C. Provide factory PVC-coated fittings of same coating thickness as conduit where PVC-coated conduit is used.
- D. For non-metallic conduit system, use expansion fittings of material to match conduit installed.

2.7 DRAINS AND BREATHERS

- A. Automatic drain-breather: Use Crouse-Hinds Type ECD, or equal.
- B. Condensate drain: Use conduit outlet body, Type T.
 - 1. Provide threaded, galvanized plug with 3/16-inch drilled hole through plug.
- C. Provide factory PVC-coated fittings of same coating thickness as conduit where PVC-coated conduit is used.
- D. For non-metallic conduit system, use drains and breathers of material to match conduit system installed.

2.8 HAZARDOUS LOCATION SEALING FITTINGS

- A. Comply with UL 886 standard.
- B. Use malleable iron, zinc plated or copper-free aluminum fittings.
- C. Use O-Z/Gedney Type EY, EZS, EYD, EYDX or equal.
- D. Use O-Z/Gedney Type EYF fiber packing, or equal, to form dam inside fitting.
- E. Use O-Z/Gedney Type EYC sealing compound, or equal.

2.9 FLEXIBLE SEALING COMPOUND

- A. Use Panduit DS-5 duct sealing compound, or equal, where air and vaportight conduit sealing is required.

2.10 OUTLET BOXES AND JUNCTION BOXES

- A. Flush mounted: Provide galvanized steel boxes and accessories suitable for application and type construction.
- B. Surface mounted: Provide corrosion-resistant single or multiple gang malleable iron or aluminum Type FS or FD cast boxes with threaded hubs, or pressed steel boxes as permitted under Part 3 of this Section.
- C. Weatherproof boxes: Provide gasketed covers and corrosion-proof fasteners.

2.11 PULL BOXES AND SPECIAL PURPOSE OUTLET BOXES

- A. Provide pull boxes with covers held in place by corrosion-resistant machine screws, and of type or NEMA rating as shown on the Drawings.
- B. Provide special purpose outlet boxes furnished with fixtures and devices where standard outlets are not applicable.

2.12 HAZARDOUS LOCATION JUNCTION BOXES AND PULL BOXES

- A. Comply with UL 886 standard.
- B. Provide surface mounted, corrosion-resistant, malleable iron or aluminum boxes properly sized for wire fill, listed for Class I, Division 1, Group D locations, and suitable for wet locations where required and shown on Drawings with (XP) symbol.

PART 3 - EXECUTION

3.1 INSTALLATION - RACEWAY

- A. Install raceway and boxes for electrical systems in accordance with manufacturer's recommendations.
- B. Run exposed conduits parallel to or at right angles with lines of building or structure.
- C. Route conduit runs above suspended panel ceilings so as not to interfere with panel removals.
- D. Keep conduit plugged, clean and dry during construction.
- E. Install wall sleeves as shown on the Drawings where conduits pass through foundation walls below grade.
- F. Install expansion fittings in the following locations:

1. Conduit runs crossing structural expansion joint.
 2. Conduit runs attached to two separate structures.
 3. Conduit runs where movement perpendicular to axis of conduit may be encountered.
- G. Conduit runs extending through areas of different temperature or atmospheric conditions, or partly indoors and partly outdoors must be sealed, drained, and installed in a manner preventing drainage of condensed or entrapped moisture into cabinets, boxes, fixtures, motors, or equipment enclosures.
- H. For conduits that are installed in the top of cabinets, junction boxes, pull boxes, fixtures, motors, or equipment enclosures: position the conduit openings so any moisture/condensation from the conduit, cables and conductors does not fall on to any electrical components within. Do not install openings directly above electrical equipment in any cabinet, junction box, pull box, fixture, motor, or equipment enclosure.
- I. Conduits run in concrete structures:
1. Comply with applicable provisions of ACI 318 for conduits embedded in structural frame slab.
 2. Install conduits parallel to each other spaced on center of at least three times conduit trade diameter with minimum 2-inch concrete covering.
 3. Conduits over 1½ inches may not be installed in slab without approval of Engineer.
- J. Install bushings with ground lugs and integral plastic linings at equipment with open-bottom conduit entrances.
- K. In precast areas, run conduits in roof insulation space. Use 3/4-inch maximum conduit size.
- L. Exterior underground conduit:
1. Provide conduits or ducts terminating below grade with means to prevent entry of dirt or moisture.

3.2 INSTALLATION – BOXES

- A. Install boxes in accordance with manufacturer's recommendations.
- B. Use weatherproof boxes for interior and exterior locations exposed to weather or moisture.
- C. Do not install boxes back to back or through wall. Off set outlet boxes on opposite sides of wall minimum 12 inches.
- D. Set outlet boxes parallel to construction.
- E. Thoroughly clean boxes prior to installing wiring devices.

3.3 CUTTING AND PATCHING

- A. Make provisions for openings, holes, and clearances through walls, floors, ceilings, and partitions in advance of construction.
- B. Cut and patch in accordance with Section 01 73 29.
- C. Core drill through reinforced concrete with approval of Engineer.

3.4 RESTRICTIONS

- A. Cross high temperature piping or ducts with 12-inch clearance.
- B. Do not route conduit over boiler, incinerator, or other high temperature equipment, piping, or ducts.
- C. Do not route exposed conduit below and parallel to, or adjacent to water piping.
- D. Do not use EMT indenter-type fittings on EMT conduit.

3.5 EXISTING CONDUIT

- A. The Drawings show the approximate location of existing conduit as indicated by available existing records. The proposed work may require crossing, relocating, and, in some cases, connecting to the existing conduits.
- B. Expose carefully the existing conduits throughout the area of proposed work.
 - 1. All existing conduits to remain undisturbed and in uninterrupted use until such time as a change is approved by the Engineer.
- C. Where the conduits are to cross or be connected to existing conduit, make a field check to determine whether any conflict will be encountered in laying the new conduit.
 - 1. Adjust the location of new conduits, if necessary, as authorized by the Engineer, to avoid conflict with existing conduits.
- D. Where new conduits are to connect to existing conduits, provide all fittings required to complete the connection, and do the work as expeditiously and carefully as possible.
 - 1. Inspect and clean existing conduit prior to installing new wire.
- E. Remove and replace existing conduits, fittings, boxes, and all appurtenances as shown on the Drawings.
 - 1. Do not remove and replace existing items shown to remain unless approved by the Engineer.

3.6 CONDUIT USAGE SCHEDULE

- A. Install coated GRC or PVC when in contact with earth or fill unless otherwise shown on the Drawings.
- B. Install GRC or IMC in the following locations unless otherwise shown on the Drawings:
 - 1. Concealed in poured concrete walls and floor or roof slabs.
 - 2. Concealed in insulation above poured or precast concrete roof slabs.
 - 3. Exposed.
- C. EMT conduit may be installed in the following locations unless otherwise shown on the Drawings:
 - 1. Above suspended ceilings.
 - 2. In attic spaces.
 - 3. Concealed in walls, hollow metal or wood framed floors, ceilings, soffits, and overhangs.
 - 4. Concealed by counter base cabinets.
 - 5. Inside exterior electrical enclosures.
- D. Install liquidtight flexible metal conduit and fittings for connections to motors, instrumentation, and equipment subject to vibration and at locations shown on the Drawings.
- E. Install PVC coated galvanized rigid steel conduit, rigid aluminum conduit, and rigid non-metallic conduit only when shown on the Drawings.

3.7 EXPOSED OUTLET AND JUNCTION BOXES

- A. Use cast boxes up to 45 inches above floor.
- B. Pressed steel boxes acceptable over 45 inches above floor in dry, indoor locations.
- C. Install weatherproof outlet, switch, and junction boxes outdoors and in any area where Drawings show weatherproof (WP) wiring devices.

3.8 OUTLET BOX ACCESSORIES

- A. Provide outlet box accessories and mounting devices as required for each installation.

3.9 LIGHTING FIXTURE OUTLET BOXES

- A. Securely mount with approved type bar hangers spanning structural members to support weight of fixture.

3.10 OUTLET BOX LOCATIONS

- A. Location of outlets and equipment is approximate. Exact location to be verified and determined by:
 - 1. Conflict with equipment of other trades.
 - 2. Equipment manufacturer's drawings.
 - 3. Engineer in field.

- B. Minor modification in location of outlets and equipment is considered incidental up to distance of 10 feet with no additional compensation, providing necessary instructions are given prior to roughing-in of outlet boxes and equipment.

- C. Nominal mounting heights for devices and equipment to be measured from either above finished floor (AFF) or above finished grade (AFG) to center line of device and, unless otherwise shown on the Drawings, are as follows:
 - 1. Switches: 48 inches AFF OR AFG.
 - 2. AC receptacles and telephone outlets: 48 inches AFF or AFG.
 - 3. Thermostats: 60 inches above floor.

END OF SECTION

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide identification for electrical systems as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 NAMEPLATES AND TAGS

- A. Provide nameplates or tags for identification of panels, panel components, and field mounted devices with the following requirements.
 - 1. Engraved laminated plastic.

2. White or black letters on background of opposite color. Match and coordinate color of nameplate or tag background with other panels.
- B. Panel nameplates to have 1/2-inch high letter engraving.
 - C. Device and component nameplates or tags to have 3/16-inch high letter engraving.
 - D. Engravings include the following:
 1. Alpha-numeric number.
 2. Descriptive title.
 3. Range, where applicable.
 4. Engineering units, where applicable.

2.2 ARC FLASH INCIDENT ENERGY STUDY AND ARC FLASH WARNING LABELS

- A. An Arc Flash incident energy study shall be done in accordance with the IEEE 1584, "IEEE Guide for Performing Arc Flash Hazard Calculations" for the following per NEC Article 110.16: Switchboards, Switchgear, Panelboards, Industrial Control Panels (3-Phase), Meter Socket Enclosures, and Motor Control Centers.
- B. Based on the results of the incident energy study, install Personal Protective Equipment (PPE) warning labels for each piece of equipment as specified above, in accordance with ANSI Z535.4.
 1. The label shall include the following information:
 - a. PPE category.
 - b. Equipment name.
 - c. Limited, restricted, and prohibited Approach/Flash Hazard Boundaries (inches).
 - d. Arc Flash Incident energy value (cal/cm²) and working distance (inches).
 - e. Voltage rating of equipment.
 - f. Upstream protective device.
 - g. Study report issue date.

2.3 AVAILABLE FAULT CURRENT AND SERVICE ENTRANCE LABELS

- A. Label service equipment with maximum available fault current per NEC article 110.24 (A).
- B. The contractor is responsible for obtaining the Available Fault Current from the power company.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install nameplates and tags on enclosures, panel mounted components, and field mounted devices.

END OF SECTION

SECTION 26 09 13

ELECTRICAL POWER MONITORING AND CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide electrical power monitoring and control as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- E. Submit shop drawings in compliance with pertinent provisions of Section 01 33 01 including electrical ratings, and manufacturer's detailed specifications.

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide a microprocessor based power monitor and protection instrument.
 - 1. Front panel mounting style.
 - 2. Compatible with PLC communication protocol as shown on the Drawings.
- B. Provide multi-function, 3 phase monitor that measures and displays the following power system information:
 - 1. True RMS currents, including neutral current.
 - 2. Voltages, both line-to-line and line-to-neutral.
 - 3. KVA, KW, and KVAR.
 - 4. Power factor.
 - 5. Frequency.
 - 6. KW hour and KVAR hour.
 - 7. KW demand and amps demand.
- C. Provide non-volatile memory for set-up parameters and historical data storage.

2.2 MULTI-FUNCTION POWER MONITOR AND PROTECTION INSTRUMENT

- A. Provide a multi-function power monitor and protection instrument that includes:
 - 1. Three (3) Form C alarm relay outputs.
 - 2. Minimum accuracies as follows:
 - a. Voltage and current: 0.35 percent.
 - b. Power: 0.5 percent.
 - c. Power factor: 1.0 percent.
 - d. Frequency: ± 0.2 Hertz.
- B. Acceptable manufacturers:
 - 1. Square D, Model PM800 Series.
 - 2. Allen-Bradley, Bulletin 1400.
 - 3. Power Measurement, Ltd., Model 3710 ACM.
 - 4. Electro Industries/Gaugetech, Model DMMS-300.
 - 5. Or equal.

2.3 THREE PHASE DIGITAL MONITOR

- A. Provide a dual-display, multi-function meter for measuring 3 phase volts and amps.
- B. Acceptable manufacturers:
 - 1. Electro Industries/Gaugetech, Model DMVA-100.
 - 2. Or equal.

2.4 COMMUNICATIONS MODULE

- A. Provide communication module as required to allow integration into a PLC communication network as shown on the Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install electrical power monitoring and control instrument in accordance with manufacturer's recommendations.
- B. Program setpoints to activate alarm relays as follows:
 - 1. Overvoltage: 110 percent.
 - 2. Undervoltage: 90 percent.
 - 3. Voltage unbalance: 7 percent.
 - 4. Phase reversal.

END OF SECTION

SECTION 26 09 17
GROUND DETECTION SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide ground detection system as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Electrical schematic, physical dimensions, and manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts:
 - 1. Twelve (12) pilot light lamps.
 - 2. Three (3) fuses.

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide ground detector system for each 480 volt, 3 phase, 3 wire, ungrounded electrical service.
- B. Acceptable manufacturers:
 - 1. Erickson Electrical Equipment Co.
 - a. Model YXVAP-480 ground detector.
 - b. Model GDFB fuse box.
 - 2. Or equal.

2.2 GROUND DETECTOR

- A. Provide a factory prewired ground detector and ground detector fuse box as follows:
 - 1. Red pilot light to indicate fault condition.
 - 2. Normally open dry contacts for remote signaling of fault condition.
 - 3. Pushbutton labeled "Alarm Acknowledge" to reset dry contacts.
 - a. When a ground occurs, the red pilot light will light and the dry contacts will close.
 - b. Depressing the alarm acknowledge pushbutton will release the dry contacts, but the red pilot light will remain lit until the fault is corrected and the alarm circuit automatically resets.
 - 4. Three white push-to-test type pilot lights to indicate which phase is grounded.
 - a. Under normal conditions, each white pilot light will glow dimly.
 - b. When a ground occurs, the white pilot light connected to the grounded phase will dim, and the other two white pilot lights will burn brightly.
 - 5. 100,000 AIC, 600 volt primary fuse protection.
 - 6. Baked enamel finished, NEMA 1 enclosures.
 - 7. Panel mounting frame for ground detector.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install equipment in accordance with manufacturer's recommendations.
- B. After power is available, test system for correct operation.

END OF SECTION

SECTION 26 09 95

PUSHBUTTONS, SELECTOR SWITCHES, AND PILOT LIGHTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide pushbuttons, selector switches, and pilot lights as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts:
 - 1. Two (2) pilot light lamps of each type.

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70, National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide oil-tight, heavy duty NEMA 4 rated pushbutton switches, selector switches, and pilot lights.
- B. Provide all devices with legend plates.
 - 1. Material: Non-tarnish metal or laminated plastic.
 - 2. Use white or black letters on background of opposite color for laminated plastic.
- C. Use two-circuit contact blocks (one N.O. and one N.C. contact set) for pushbutton switches and selector switches.

2.2 PUSHBUTTON SWITCHES

- A. Stop pushbuttons:
 - 1. Provide non-illuminated momentary operation type operators.
 - 2. Use red color button.
- B. Start pushbuttons:
 - 1. Provide non-illuminated momentary operation type operators.
 - 2. Use black color button.
- C. Stop-hold switches:
 - 1. Use stop pushbutton as specified above.
 - 2. Include sliding latch with padlock provision to engage stop button in the OFF position.
- D. Provide pushbuttons for other functions as shown on the Drawings.

2.3 SELECTOR SWITCHES

- A. Provide selector switches including the operating knob, operating cam and contact block(s).
- B. Use black color operating knob.
- C. Select operating cam and contact block combination to provide operating sequence as required.

2.4 PILOT LIGHTS

- A. Provide pilot lights with colored plastic lens as shown on the Drawings.
- B. Provide 120 volt or 24 Vdc, push-to-test type with LED lamp.

2.5 ENCLOSURES

- A. Provide for individual remote control or monitor stations the following type enclosure:
 - 1. Indoor locations: NEMA 1.
 - 2. Outdoor or wet locations: NEMA 3R or NEMA 4 steel construction.
 - 3. Corrosive locations: NEMA 4X stainless steel construction.
 - 4. Hazardous locations: NEMA 7/9 cast iron, or copper free cast aluminum alloy.

- B. Provide nameplate on enclosure for device being controlled.
 - 1. Provide engraved laminated plastic type.
 - 2. Use 3/16-inch high white or black letters on background of opposite color.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install pushbutton switches, selector switches, and pilot lights in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 26 22 13

LOW VOLTAGE DISTRIBUTION TRANSFORMERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide low voltage distribution transformers as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Physical dimensions, nameplate data, electrical ratings, and manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL PURPOSE TRANSFORMERS

- A. Provide transformers manufactured and tested to meet or exceed NEMA ST 20, UL 1562, ANSI C57.12, and IEEE standards.
- B. Provide KVA rating and voltages as shown on the Drawings.
- C. Provide overload capacity of not less than 10 percent for intermittent operation.
- D. Construct transformer to include:
 - 1. Below 30 KVA: Class F or better insulation having a 115 degree C. rise average maximum over a 40 degree C. ambient temperature.
 - 2. 30 KVA and above: Class H or better insulation having a 150 degree C. rise average maximum over a 40 degree C. ambient temperature.
 - 3. High grade, non-aging cores with sheet silicone steel laminations having core plating insulation on both sides of each lamination.
 - 4. Two 2-1/2 percent primary taps above and below nominal voltage.
- E. Provide enclosure for transformer mounted outside of motor control center (MCC):
 - 1. Provide sheet steel, phosphatized having one prime coat and two finish coats of baked enamel finish.
 - 2. Maximum temperature for top of enclosure not to exceed 90 degrees C.

2.2 STEP-UP TRANSFORMERS

- A. Provide UL listed transformers designed to handle high in-rush currents associated with contactors and relays.
- B. Provide Step-Transformer as shown on drawings.
- C. Provide continuous VA rating: Size for 1.25 times capacity required for all components in circuit.
- D. Acceptable Manufacturer:
 - 1. Hammond Power Solutions Inc.,.
 - 2. Or Equal.

2.3 CONTROL TRANSFORMERS

- A. Provide UL listed transformers designed to handle high in-rush currents associated with contactors and relays.
- B. Provide continuous VA rating: Size for 1.25 times capacity required for all components in circuit.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install low voltage distribution transformers in accordance with manufacturer's recommendations.
- B. Install wall-mounted transformers on prefabricated brackets designed for purpose.
- C. Install floor-mounted transformers on 4-inch concrete pad.
- D. Adjust voltage taps for required system voltage when necessary.

END OF SECTION

SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide panelboards as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Cabinet dimensions.
 - 2. Nameplate nomenclature.
 - 3. Electrical ratings and characteristics.
 - 4. Type, amperage rating, listing, and position of circuit breakers in panelboard.
 - 5. Manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.
 - 3. Provide all panelboards of one manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Comply with the following standards:
 1. NEMA AB 1 - Molded Case Circuit Breakers and Molded Case Switches.
 2. NEMA FU 1 - Low Voltage Cartridge Fuses.
 3. NEMA ICS 2 - Industrial Control and Systems: Controllers, Contactors, and Overload Relays, Rated Not More Than 2000 Volts AC or 750 Volts DC.
 4. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices.
 5. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
 6. NEMA PB 1 - Panelboards.
 7. NEMA PB 1.1 - General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.
- B. Comply with the requirements of UL 50, 67, and NEMA PB1 standards.
- C. Provide short circuit rating (integral equipment rating) for available fault current.
- D. Provide panelboard construction with the following:
 1. Neutral bus with terminals.
 2. Plated or tinned copper bussing:
 - a. Distributed phase sequence type.
 - b. Ratings as shown on the Drawings, 100 ampere minimum.
 3. Branch circuit breakers:
 - a. Comply with Section 26 28 00.
 - b. Ratings as shown on the Drawings.
 - c. UL Class A ground fault circuit protection (GFP) as required.
 4. Circuit directory:
 - a. Directory card suitable for complete descriptions.
 - b. Clear plastic cover.
 - c. Card holder attached to inside of panel door.
- E. Provide main lugs or main circuit breaker rated as shown on the Drawings.
 1. Main circuit breaker: Comply with Section 26 28 00.
- F. Listed for non-linear loads.

2.2 MCC MOUNTED PANELBOARDS

- A. Provide front to match MCC construction and painting, including the following:
 1. Dead front safety type.
 2. Concealed adjustable trim clamps.

- 3. Concealed hinges.
- B. Provide nameplate to match MCC nameplates identifying panelboard.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install panelboards in accordance with manufacturer's recommendations.

3.2 RESTRICTIONS

- A. Separation of hot wires and respective neutral wires where they enter a panelboard is not permitted.
 - 1. All ungrounded and grounded (hot and neutral) conductors of each feeder circuit and each branch circuit must be grouped together where they enter through knock-outs or slots into a panelboard gutter area.
 - 2. Comply with N.E.C. Section 300.20.

3.3 FIELD QUALITY CONTROL

- A. Energize each circuit and check for complete and correct function.

END OF SECTION

SECTION 26 24 19

MOTOR-CONTROL CENTERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide motor control centers (MCC) as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Schematic diagrams for each compartment.
 - 2. Wiring and interconnection diagrams.
 - 3. Frontal elevation and dimension drawings.
 - 4. Listing of ratings, sizes and style of all components, including bus work.
 - 5. Nameplate listings.
 - 6. Manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – Submit operation and maintenance manuals in compliance with pertinent provisions of Section 01 78 26.
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Comply with the requirements of UL 845 and NEMA ICS-18.
- B. Rating: 480 volt AC, 3 phase, 3 wire, 60 Hertz unless otherwise shown on the Drawings.
- C. Provide individual units in MCC sized and rated as shown on the Drawings and specified herein. Maximum size must not exceed existing MCC dimensions.
- D. Acceptable manufacturers:
 - 1. Allen Bradley CENTERLINE 2100 Motor Control Center – Contact rep Robert McDonough, (773) 359-7217.
 - 2. Or Equal – Must meet dimensions constraint.

2.2 MATERIAL AND EQUIPMENT

- A. Provide structure as follows:
 - 1. Sectionalized construction of one or more totally enclosed, dead front, vertical sections joined together to form a rigid, free-standing assembly.
 - 2. Steel base channels and steel lifting angles per manufacturer's standard.
 - 3. NEMA 1A 20-inch wide by 20-inch deep basic sections with gasketing. Other widths and depths for special sections as required.
 - 4. Provisions for future add-on of sections.
 - 5. Laminated plastic engraved tag number identification nameplate on each MCC with 1/2-inch high white or black letters on background of opposite color.
 - 6. Prime coated, baked enamel finish.
 - 7. Open bottom and removable top plate on each section for conduit entry.
 - 8. Overall size not to exceed allocated space or maximum dimensions shown on the Drawings.
 - 9. Labeled to indicate suitability for use as service entrance equipment when Drawings show service wires terminated to MCC.
- B. Provide bus bars and terminations as follows:
 - 1. Front accessible, silver or tin plated copper over entire length, braced to withstand a fault current of 42,000 RMS symmetrical amperes.
 - 2. Minimum 600 amp continuous horizontal bus or greater as determined from frame size of protective device feeding bus.
 - 3. Minimum 300 amp continuous vertical bus or greater to accommodate total connected load with all connected circuit breakers or fuses considered at full rating.

4. Bus barriers with plug-in openings at 1/2 space factor intervals and snap-in closing plates for unused openings.
 5. Bottom covers over vertical bus.
 6. Continuous horizontal ground bus in bottom of MCC sized at 28 percent minimum of main horizontal bus cross-sectional area.
 7. Provide line and load terminations accessible from front, suitable for the size, number of conductors, and conductor material as shown on the Drawings.
- C. Provide wiring as follows:
1. Provide complete wire labeling per Section 26 05 19 3.2 and Section 26 05 23 3.2. Label all wiring/cables in the MCC at both ends of each cable run.
 2. NEMA Class II, Type B wiring.
 3. Track-mounted, pull apart terminals in unit.
 4. Vertical wireway with separate door in each section, isolated from bus and control units.
 5. Continuous horizontal wireway, top and bottom, throughout entire length.
- D. Provide MCC units as follows:
1. Combination across-the-line starters:
 - a. Comply with Section 26 29 13.13.
 - b. Use draw out type through NEMA Size 3 inclusive.
 2. Combination reduced-voltage starters:
 - a. Comply with Section 26 29 13.16.
 3. Molded case thermal magnetic circuit breakers: Comply with Section 26 28 00.
 4. Operating handles for unit-mounted circuit breakers and disconnect switches:
 - a. Engaged with device at all times.
 - b. Up and down motion with down as OFF.
 - c. Interlocked with unit door.
 - d. Position for padlocking in off position.
 5. Fuses: Comply with Section 26 28 00.
 6. Transformers: Comply with Section 26 22 13.
 7. Panelboards: Comply with Section 26 24 16.
 8. Pushbuttons, selector switches, and pilot lights: Comply with Section 26 09 95.
 9. Self-aligning, silver or tin plated, plug-on connections to vertical bus.
 10. Doors:
 - a. Pan type.
 - b. Rugged concealed hinges.
 - c. 1/4 turn latches or captive knurled thumb screws engaging with cage nuts.
 11. Padlock provision to lock unit with plugs disengaged from bus. Units supported and guided by unit support pan:
 - a. Pan easily relocated without tools.
 - b. Unit manufacturer's identification tag fastened to unit saddle.

12. Engraved laminated plastic unit identification nameplates:
 - a. Use 3/16-inch high white or black letters on background of opposite color.
 - b. On each unit.
13. Unit compartments enclosed and isolated from adjacent units, busses, and wireways except for openings for conductor entrance into units.
14. General purpose relays, time delay relays, timers and power control relays
15. Current metering relays and current metering transformers
16. Motor protectors
17. Lighting contactors

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install MCC in accordance with manufacturer's recommendations.
- B. Install on concrete pad as shown on the Drawings, and secure with steel bolts.

3.2 ADJUSTMENT AND CLEANING

- A. Furnish to Owner one can spray paint matching original finish for future touch-up as required.

END OF SECTION

SECTION 26 28 00

LOW-VOLTAGE CIRCUIT PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide low-voltage circuit protective devices as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Electrical ratings, physical size, interrupt ratings, trip curves, I²t curves, and manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – Provide the following spare parts to the Owner that match items specified:
 - 1. In three phase circuits: Three (3) fuses of each type and rating.
 - 2. In single phase circuits: Two (2) fuses of each type and rating.

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.
 - 3. Provide overcurrent protective devices by same manufacturer for each type of device.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 FUSES

- A. General purpose fuses for protection of motors, transformers, feeders and main service:
1. Use UL Class RK-1 fuses:
 - a. Single end rejection or to fit mountings specified.
 - b. 0-600 ampere rating.
 - c. 200,000 ampere interrupting capacity.
 - d. Dual element, time delay.
 - e. Use Bussman Low Peak LPN-RK, or equal: 250 volt rating.
 - f. Use Bussman Low Peak LPS-RK, or equal: 600 volt rating.
 2. Use UL Class L fuses:
 - a. Bolt-in type.
 - b. 601-6,000 ampere rating.
 - c. 200,000 ampere interrupting capacity.
 - d. Time delay.
 - e. Use Bussman HI-CAP, KRP-C, or equal: 600 volt rating.
- B. Acceptable manufacturers:
1. Bussman.
 2. Littelfuse.
 3. Mersen.
 4. Or equal.
- C. General purpose fuses for protection of motor control circuits, lighting ballasts, control transformers, and street lighting fixtures:
1. Use UL Class CC, fast acting, single element fuses.
 2. Rated for 0-30 amperes.
 3. Provide 200,000 ampere interrupting capacity.
 4. Use Bussman Limitron KTK-R, or equal: 600 volt rating.

2.2 MOLDED CASE CIRCUIT BREAKERS

- A. General:
1. Comply with UL 489 requirements.
 2. Provide thermal and magnetic protection.
- B. Provide permanent trip lighting panel circuit breakers as follows:
1. UL listed SWD (switching duty) on 120 volt circuits where switched circuits are indicated.
 2. Short circuit rating (integrated equipment rating):
 - a. Up to 240 volt: 10,000 RMS symmetrical amps minimum.
 - b. Up to 480 volt: 14,000 RMS symmetrical amps minimum.

- C. Provide permanent trip power panel and MCC circuit breakers as follows:
 - 1. Single magnetic trip adjustment.
 - 2. Bolt-on type.
 - 3. Short circuit rating (integrated equipment rating):
 - a. Main: 42,000 RMS symmetrical amps minimum.
 - b. Branch: 14,000 RMS symmetrical amps minimum.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install low-voltage circuit protective devices in accordance with manufacturer's recommendations.

3.2 ADJUSTMENT

- A. Set and record adjustable settings on circuit breakers to provide selective coordination and proper operation.

END OF SECTION

SECTION 26 28 00.13

PROTECTIVE RELAY

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide Solid State Protective Relay as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Enclosure dimensions, nameplate data, electrical ratings and characteristics, wiring diagrams and manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – Submit operation and maintenance manuals in compliance with pertinent provisions of Section 01 78 26, including the following:
 - 1. Documentation showing final wiring configuration and interconnection with the existing Protective Relay.
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- E. Provide factory operational test and reports.

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 (latest edition) - National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Provide a solid-state Protective Relay as indicated on the Drawings. Relay to be a numeric multifunction Protection System (communicating microprocessor-based relay) for the protection of feeder circuits. The relay system shall have a 7-year warranty. The relay system shall provide protection, monitoring, local and remote control, and standard automation protocols. Relay self-checking functions shall be included.

2.2 OPERATION

- A. The Protective Relay is to have the following IEEE Device Functions: 21, 24, 25, 25A, 27, 32, 37, 40, 43, 46, 47, 48, 49RTD, 49TC, 50, 51, 51TF, 55, 59, 60, 62, 64G, 66, 67, 78V, 78OOS, 79, 81, 86, 87, 87N, and 101 BF.

2.3 MANUFACTURERS

- A. Approved manufacturers:
 - 1. Basler BE1 series.
 - 2. Or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install Relay as shown on the Drawings and in accordance with manufacturer's recommendations.
- B. Coordinate parameter settings and wiring with manufacturer.

3.2 FIELD QUALITY CONTROL

- A. Conduct field tests prior to energization as follows:
 - 1. Megger check wire insulation levels (do not megger check solid state equipment).
 - 2. Record and provide results of tests to Engineer.

3.3 START-UP AND TESTING

- A. Provide calibration and operational testing.
- B. Set operating parameters as required.

END OF SECTION

SECTION 26 29 13.13

ACROSS-THE-LINE MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide across the line motor controllers as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Enclosure dimensions, nameplate data, electrical ratings and characteristics, wiring diagrams and manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – Submit operation and maintenance manuals in compliance with pertinent provisions of Section 01 78 26, including the following:
 - 1. Documentation showing final configuration of each solid state (electronic) overload relay if applicable.
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.
- B. Provide all motor starters of one manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide motor starters as follows:
 1. Comply with NEMA ICS-2 Standards.
 2. International-European (I.E.C.) standards are not acceptable.
- B. Provide overloads sized to match motor nameplate full load amps (FLA) rating.

2.2 MAGNETIC MOTOR STARTER

- A. Minimum acceptable short circuit withstand rating in combination with motor circuit protective device: 22,000 symmetrical amps.
- B. Provide magnetic motor starter:
 1. Mounted in vertical position, gravity dropout.
 2. Double break silver alloy contacts.
 3. Solid state (electronic) overload relay:
 - a. Manual reset button.
 - b. Visible trip indication.
 - c. Use NEMA Class 20 adjustment for general applications.
 - d. Use NEMA Class 10 adjustment for submersible pump motors.
 - e. Provide communication module to transfer data on PLC communication network as shown on the Drawings.
 4. NEMA Size 1 minimum or as shown on the Drawings.
 5. Compatible with Allen Bradley CENTERLINE 2100 Motor Control Center.
 6. Provide I/O communication module for:
 - a. Ethernet communications.
 - b. H-O-A switch.
 - c. DSACW signal from auxiliary contact in safety disconnect switch.

2.3 CONTROL CIRCUITS

- A. Provide maximum 120 Vac, 60 Hertz.
- B. Size transformer for 1.25 times capacity required for all components in circuit.

2.4 CONTROLS

- A. Provide running time meter mounted in enclosure cover when shown on Drawings as follows:
 1. 6-digit, non-resettable.

2. Registered in hours and tenths of hour.

2.5 ENCLOSURES

- A. Provide motor starter enclosures as follows:
 1. Indoor locations: NEMA 1 steel construction.
 2. Outdoor or wet locations: NEMA 3R or NEMA 4 steel construction.
 3. Corrosive locations: NEMA 4X stainless steel.
 4. Hazardous locations: NEMA 7/9 cast iron or copper free cast aluminum.

2.6 NAMEPLATES

- A. Provide engraved laminated plastic type.
- B. Use 3/16-inch high white or black letters on background of opposite color.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install across the line motor controllers in accordance with manufacturer's recommendations.
- B. Coordinate electronic overload parameter settings with supplier of process control panels.

3.2 FIELD QUALITY CONTROL

- A. Conduct field tests prior to energization as follows:
 1. Megger check wire insulation levels (do not megger check solid state equipment).
 2. Record and provide results of tests to Engineer.

END OF SECTION

SECTION 26 29 13.16

REDUCED-VOLTAGE MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide 2400V Solid State Reduced Voltage Starters (SSRVS) as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Enclosure dimensions, nameplate data, electrical ratings and characteristics, wiring diagrams and manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – Submit operation and maintenance manuals in compliance with pertinent provisions of Section 01 78 26, including the following:
 - 1. Documentation showing final configuration of each SSRVS.
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 (latest edition) - National Electrical Code (NEC).
 - 2. Local codes and ordinances.
 - 3. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and indicated.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Design programmable microprocessor controlled SSRVS utilizing a thyristor (SCR) bridge consisting of at least two SCRs per phase to control starting and stopping of industry standard motors.
- B. Protect driven motor from solid state component failure by means of isolation contactor that opens when the motor is stopped or when the controller detects a fault condition including a shorted thyristor.
- C. All protective features and deceleration control options to be available even when a shorting contactor is employed.
- D. Provide complete with magnetic only circuit breaker for Type 1 short circuit protection. Short circuit withstand rating shall be based on the motor horsepower as defined in UL 508.
- E. Acceptable manufacturers:
 - 1. EATON/ Cutler-Hammer
 - 2. Allen-Bradley.
 - 3. Siemens
 - 4. Square D Company.
 - 5. Or equal.

2.2 RATINGS

- A. Provide SSRVS with the following ratings:
 - 1. Ambient temperature range: 0 to 40 degrees C.
 - 2. Humidity: 93% @ 40 degrees C, non-condensing.
 - 3. Voltage tolerance: +/- 10% of nominal rating.
 - 4. Frequency tolerance: +/- 5% starting, +5% or -15% steady state operation.
 - 5. Capable of supplying 300% rated full load current for 30 seconds at maximum ambient temperature.
 - 6. SCR P.I.V. rating: 1400 VAC (minimum).

2.3 ADJUSTMENTS AND CONFIGURATIONS

- A. Provide accessibility to all display units, configuration switches and adjustment potentiometers on the front of the control module. Exposure to control circuit boards or electrical power devices during routine adjustments is prohibited.

- B. Provide digital indication of the following as a minimum:
 1. SSRVS status – ready, starting/stopping, run.
 2. Motor status – current, torque, thermal state, power factor.
 3. Fault status.

- C. Provide SSRVS specifically designed to reduce surges during starting and stopping of centrifugal pumps.

- D. Provide built-in keypad to configure the following operating parameters.
 1. Motor full load amps.
 2. Current limitation on starting.
 3. Torque ramp.
 4. Initial torque.
 5. Torque limit.
 6. Maximum start time.
 7. Selection of freewheel, soft stop, or braking.
 8. Adjustable soft stop torque ramp time.
 9. Selection of Class 10 and 20 motor thermal overload protection.

2.4 INPUTS AND OUTPUTS

- A. Provide the following output relays:
 1. One Form A and one Form B minimum for indication of fault or control of an isolation contactor.
 2. One Form A for indication that torque ramp is complete and current is below 130% motor FLA (End of start).
 3. One Form A for indication of FAULT status to remote Pump Control Panel.

- B. Provide the following additional I/O:
 1. One logic input for force to freewheel, indication of external fault, force to local control, or external motor overload reset.
 2. One analog output for 4-20 or 0-20 milliamp indication of motor current, torque, thermal state or power factor.

- C. Provide relay and I/O functions listed above isolated with respect to common.

2.5 PROTECTION

- A. Provide microprocessor controlled thermal protection system which continuously calculates the temperature-rise of the motor and SSRVS and provides:
 1. An overload pre-alarm which indicates by relay contact that the motor has exceeded its rated temperature rise by 110%.
 2. A thermal fault condition which stops the motor if the temperature-rise exceeds 120% of the motor thermal capability.
 3. An analog electronic circuit with a time constant adjustable to the motor's thermal cooling time constant ensuring the memorization of the thermal state even after power supply disconnection or shorting out of the power semiconductors.

- B. Provide phase loss, phase reversal, under-load, stall, and jam protection

2.6 CONTROLS

- A. Provide control transformer within the enclosure to operate soft start control circuitry 120 Vac, 60 Hz.
- B. Provide door-mounted operator devices as shown on the Drawings.
- C. Provide Ethernet/IP communication module to communicate with PLC.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install SSRVS in electrical enclosures or motor control centers as shown on the Drawings and in accordance with manufacturer's recommendations.

3.2 FIELD QUALITY CONTROL

- A. Conduct field tests prior to energization per manufacturers recommendations.
- B. Record and provide results of tests to Engineer.

3.3 START-UP AND TESTING

- A. Provide programming, calibration and operational testing.
- B. Set operating parameters as required.

END OF SECTION

SECTION 26 29 23

VARIABLE-FREQUENCY MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide variable frequency motor controllers as shown on the Drawings, as specified herein, and as needed for a complete and proper installation. Contractor to limit total dimensions of VFD assembly with filters must fit within existing VFD drive cabinets location.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Enclosure dimensions, nameplate data, electrical ratings and characteristics, wiring diagrams and manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – Submit operation and maintenance manuals in compliance with pertinent provisions of Section 01 78 26, including the following:
 - 1. Harmonic distortion analysis which includes the following:
 - a. Calculations of percent voltage distortion with respect to the fundamental voltage on the line side bus.
 - b. Comparison of calculations with IEEE-519 standards for acceptable harmonic distortions.
 - 2. Documentation showing final configuration of each motor drive.
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- E. Provide factory operational test, heat test, and reports for motor loading at various speeds simulating field loading.

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 1. NFPA 70 (latest edition) - National Electrical Code (NEC).
 2. Local codes and ordinances.
 3. IEEE 519 (latest version).
 4. FCC 15J.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Design programmable microprocessor based, pulse width modulated (PWM) IGBT type variable frequency AC drives to provide adjustable speed control of 3-phase motors.
- B. Acceptable manufacturers:
 1. Yaskawa, U1000 series or equal.
 2. ABB, ACS880 series or equal.
 3. Allen-Bradley, PowerFlex 755 or equal.
 4. Siemens, Sinamics series
 5. Or equal.

2.2 VARIABLE FREQUENCY DRIVE (VFD)

- A. Provide VFD as follows:
 1. Design for constant torque motor or variable torque motor application as required by equipment load or manufacturers direction. Input power: 480 volt, 3 phase, 60 Hz.
 - a. Able to withstand voltage variations of +/-10 percent, and 3 percent maximum phase imbalance without affecting performance.
 - b. Displacement power factor to be 0.95 lagging, minimum.
 - c. Performance to be unaffected by line notching, transients, and harmonics on incoming line.
 - d. Minimum efficiency at rated load to be 97 percent.
 2. Output power: Capable of horsepower rating and service factor of motors furnished.
 - a. To include automatic function that will modify the volts/Hertz curve based on light load characteristics to minimize power consumption.

3. Removable Human Interface Module (HIM) with keypad and LCD display to be used for all setup, operation, parameter adjustment, and monitoring.
 4. Control Interface:
 - a. Provides means of interfacing discrete signals to drive.
 - b. Voltage Rating: 120VAC or 24VDC as required for application.
 5. Communication module:
 - a. Compatible with communication protocol as shown on the Drawings.
 - b. Able to accept four (4) additional discrete inputs.
 6. Hand-Off-Auto selector switch as shown on the Drawings.
 - a. Provide extra contact blocks for remote indication of selector switch position (Hand and Auto).
 7. Pilot lights for drive status as shown on the Drawings.
 8. Combination type having main circuit breaker, or fused disconnect switch as shown on the Drawings.
 - a. Include SCR fuses when recommended by manufacturer.
 9. Control transformer: 480 – 120 volt A.C. with primary and secondary fuse protection.
 10. Input terminals for connection of motor winding heat sensor control wires and remote stop switch control wires.
 - a. Jumper on input terminals when heat sensors and/or user supplied stop pushbuttons are not shown on the Drawings.
 11. Programmable time delay to restart the drive when power is restored.
- B. Provide VFD with the following as shown on the Drawings:
1. Bypass contactor and “Drive/Off/Bypass” switch when shown on the Drawings.
 2. Line reactor.
 3. Motor terminator.
 4. Provide I/O communication module for:
 - a. Ethernet/IP communications.
 - b. H-O-A switch.
 - c. DSACW signal from auxiliary contact in safety disconnect switch.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install variable frequency motor controllers as shown on the Drawings and in accordance with manufacturer's recommendations.
- B. Coordinate parameter settings with supplier of process control panels.

3.2 FIELD QUALITY CONTROL

- A. Conduct field tests prior to energization as follows:

1. Megger check wire insulation levels (do not megger check solid state equipment).
2. Record and provide results of tests to Engineer.

3.3 START-UP AND TESTING

- A. Provide programming, calibration, and operational testing.
- B. Set operating parameters as required.

END OF SECTION

SECTION 26 29 23

VARIABLE-FREQUENCY MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide variable frequency motor controllers as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Enclosure dimensions, nameplate data, electrical ratings and characteristics, wiring diagrams and manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – Submit operation and maintenance manuals in compliance with pertinent provisions of Section 01 78 26, including the following:
 - 1. Harmonic distortion analysis which includes the following:
 - a. Calculations of percent voltage distortion with respect to the fundamental voltage on the line side bus.
 - b. Comparison of calculations with IEEE-519 standards for acceptable harmonic distortions.
 - 2. Documentation showing final configuration of each motor drive.
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- E. Provide factory operational test, heat test, and reports for motor loading at various speeds simulating field loading.

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 (latest edition) - National Electrical Code (NEC).
 - 2. Local codes and ordinances.

3. IEEE 519 (latest version).
4. FCC 15J.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Design programmable microprocessor based, pulse width modulated (PWM) IGBT type variable frequency AC drives to provide adjustable speed control of 3-phase motors.
- B. Acceptable manufacturers:
 1. Allen-Bradley, PowerFlex 755 (35 to 400 HP).
 2. Or equal.

2.2 VARIABLE FREQUENCY DRIVE (VFD)

- A. Provide VFD as follows:
 1. Design for constant torque motor or variable torque motor application as required by equipment load or manufacturers direction. Input power: 480 volt, 3 phase, 60 Hz.
 - a. Able to withstand voltage variations of +/-10 percent, and 3 percent maximum phase imbalance without affecting performance.
 - b. Displacement power factor to be 0.95 lagging, minimum.
 - c. Performance to be unaffected by line notching, transients, and harmonics on incoming line.
 - d. Minimum efficiency at rated load to be 97 percent.
 2. Output power: Capable of horsepower rating and service factor of motors furnished.
 - a. To include automatic function that will modify the volts/Hertz curve based on light load characteristics to minimize power consumption.
 3. Removable Human Interface Module (HIM) with keypad and LCD display to be used for all setup, operation, parameter adjustment, and monitoring.
 4. Control Interface:
 - a. Provides means of interfacing discrete signals to drive.
 - b. Voltage Rating: 120VAC or 24VDC as required for application.
 5. Communication module:
 - a. Compatible with communication protocol as shown on the Drawings.

- b. Able to accept four (4) additional discrete inputs.
 - 6. Hand-Off-Auto selector switch as shown on the Drawings.
 - a. Provide extra contact blocks for remote indication of selector switch position (Hand and Auto).
 - 7. Pilot lights for drive status as shown on the Drawings.
 - 8. Combination type having main circuit breaker, or fused disconnect switch as shown on the Drawings.
 - a. Include SCR fuses when recommended by manufacturer.
 - 9. Control transformer: 480 – 120 volt A.C. with primary and secondary fuse protection.
 - 10. Input terminals for connection of motor winding heat sensor control wires and remote stop switch control wires.
 - a. Jumper on input terminals when heat sensors and/or user supplied stop pushbuttons are not shown on the Drawings.
 - 11. Programmable time delay to restart the drive when power is restored.
- B. Provide VFD with the following as shown on the Drawings:
- 1. Bypass contactor and “Drive/Off/Bypass” switch when shown on the Drawings.
 - 2. Line reactor.
 - 3. Motor terminator.
 - 4. VFD located inside MCC, check compatibility with Allen Bradley CENTERLINE 2100 Motor Control Center.
 - 5. Provide I/O communication module for:
 - a. Ethernet communications.
 - b. H-O-A switch.
 - c. DSACW signal from auxiliary contact in safety disconnect switch.

2.3 INVERTER-DRIVEN MOTOR SHAFT GROUNDING RING

- A. Provide a motor shaft grounding ring for all motors controlled by variable frequency drives (VFD) and which are non explosion-proof. The grounding ring is to be installed to divert current away from the motor bearings.
- B. All motors operated on variable frequency drives shall be equipped with a maintenance free, conductive micro fiber shaft grounding ring with a minimum of two rows of circumferential micro fibers to discharge damaging shaft voltages away from the bearings to ground.
- C. Application Note: Motors up to 100 HP shall be provided with one shaft grounding ring installed on either the drive end or non-drive end. Motors over 100 HP shall be provided with an insulated bearing on the non-drive end and a shaft grounding ring on the drive end of the motor. Grounding rings shall be provided and installed by the motor manufacturer or contractor and shall be installed in accordance with the shaft grounding ring manufacturer’s recommendations.
- D. Provide motor shaft grounding ring as follows:
 - 1. Provide shaft grounding ring on all $\frac{1}{3}$ hp and larger motors.

- 2. Provide one insulated bearing on 125 hp and larger motors.
- E. Grounding ring shall be integral to the motor or factory installed. If the grounding ring is not factory installed, an independent third party test must be performed to ensure the grounding ring is installed per manufacturers recommendations.
- F. Grounding ring must be solidly bolted to the motor frame. Adhesive mounting alone will not be allowed. If adhesive is used, it shall be a conductive silver epoxy type approved by the manufacturer.
- G. Provide a warranty against VFD induced bearing damage or failure for the life of the motor.
- H. Acceptable manufacturers:
 - 1. Aegis SGR Bearing Protection Ring.
 - 2. SKF Group.
 - 3. Shaft Grounding Systems, Inc.
 - 4. Or equal.

2.4 INVERTER-DRIVEN MOTOR HIGH FREQUENCY COMMON MODE CORE SYSTEM

- A. Provide a High-frequency common-mode (HF-CM) core system for the output cables from each VFD.
- B. Cores are to be nanocrystalline magnetic type. They are to act as a common-mode inductor (between phases and ground).
- C. Installed around the three motor phases to reduce high frequency common-mode currents.
- D. Provide size and quantity of cores per manufacturers recommendations. Provide at VFD and at motor if required by manufacturer.
- E. Acceptable manufacturers:
 - 1. Danfoss VLT.
 - 2. MH&W International Corporation Cool Blue.
 - 3. Or equal.

2.5 INVERTER-DRIVEN MOTOR HIGH FREQUENCY CASE BONDING

- A. All motors operated on variable frequency drives shall be bonded from the motor foot to system ground with a high-frequency ground strap made of flat braided, tinned copper with terminations to accommodate motor foot and system ground connection.
- B. Application Note: High-frequency grounding straps must be used to ensure the proper grounding of all inverter-driven induction motor frames.

- C. Acceptable manufacturers:
 - 1. Aegis HF Ground Strap.
 - 2. Or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install variable frequency motor controllers as shown on the Drawings and in accordance with manufacturer's recommendations.
- B. Coordinate parameter settings with supplier of process control panels.

3.2 FIELD QUALITY CONTROL

- A. Conduct field tests prior to energization as follows:
 - 1. Megger check wire insulation levels (do not megger check solid state equipment).
 - 2. Record and provide results of tests to Engineer.

3.3 START-UP AND TESTING

- A. Provide programming, calibration, and operational testing.
- B. Set operating parameters as required.

END OF SECTION

SECTION 26 29 26

HARMONIC FILTER

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide harmonic filters as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. This specification defines the requirements for harmonic filter systems in order to meet IEEE-519-1992 electrical system requirements for harmonic current limits. The active harmonic filter shall maintain power factor between 0.95 and 0.999 lagging when operated within limits.
- C. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- D. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Enclosure dimensions, nameplate data, electrical ratings and characteristics, wiring diagrams and manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – Submit operation and maintenance manuals in compliance with pertinent provisions of Section 01 78 26, including the following:
 - 1. Harmonic distortion analysis which includes the following:
 - a. Calculations of percent voltage distortion with respect to the fundamental voltage on the line side bus.
 - b. Comparison of calculations with IEEE-519 standards for acceptable harmonic distortions.
 - 2. Documentation showing final configuration of each motor drive.
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- E. Provide factory operational test, heat test, and reports for motor loading at various speeds simulating field loading.

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 1. NFPA 70 (latest edition) - National Electrical Code (NEC).
 2. Local codes and ordinances.
 3. IEEE The active harmonic filter system shall be designed in accordance with the applicable sections of the following documents.
 4. ANSI IEEE std 519.
 5. UL 508.
 6. The products shall include third party approvals by cULus.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Voltage: 480/600 Volts, 60 Hz, 3 phase, 3 wire plus ground.
- B. Current Rating: Provide the rated current as indicated on the Drawings.
- C. Current Transformers:
 1. Two current transformers are required and mounted on phases A & C.
 2. Current transformers are an integral part of the active harmonic filter. When current transformers are installed external to the active harmonic filter equipment, the contractor shall be responsible for the installation of manufacturer provided current transformers.
 3. Current ratings of the current transformers shall be according to full load current of the circuit on which installed. Primary rating or 500A, 1000A, 3000A, or 5000A with a secondary rating of 5A are acceptable.
 4. Current transformers rated for 400 hertz shall be used.
 5. The current transformers shall be placed as close as possible to the non-linear load to be conditioned, within manufacturer guidelines.

2.2 OPERATION

- A. The active harmonic filter shall electronically supply the non-fundamental current demanded by the non-linear load that results in a near sinusoidal current being drawn from the supply.

2.3 PERFORMANCE REQUIREMENTS

- A. Response Time:
 1. In a steady state condition, the active harmonic filter shall have a response time of less than one (1) line cycle.
 2. In the event of a load change or transient condition, the response time shall be within three (3) line cycles.

- B. Input Power:
 1. Voltage: 480 Volt, 3 phase, 3 wire plus ground.
 2. Voltage Tolerance: +/- 10% of nominal.
 3. Frequency: automatically adapted to 60Hz, +/- 3%.
 4. Input Circuit Breaker: 100k AIC Rated.

- C. Output Performance:
 1. Performance of the active harmonic filter shall be independent of the impedance of the power source. All performance levels shall be attained whether on the AC lines, backup generator, or output of UPS.
 2. Harmonic Correction:
 - a. Limit the 2nd through 50th order harmonic current to <5% TDD at each installed location indicated herein. Levels for individual harmonic orders shall comply with respective levels established in ANSI/IEEE std 519-1992, Table 10-3.
 - b. Limit the THD (V) added to the electrical system immediately upstream of the active line conditioner location(s) to less than or equal to 5%. The active harmonic filter shall not correct for utility supplied voltage distortion levels.
 3. Reactive Current Compensation shall improve power factor to be to between 0.95 and 0.999 lagging.

2.4 ENVIRONMENTAL CONDITIONS

- A. The active harmonic filter shall be able to withstand the following environmental conditions without damage or degradation of operating characteristics or life.
 1. Operating Ambient Temperature: 00C to 400C.
 2. Operating Ambient Temperature for selected open chassis units: -200C to 500C.
 3. Storage Temperature: -400C to 650C.
 4. Relative Humidity: 0 to 95%, non-condensing.
 5. Altitude: Operating to 1000 meters (3300 ft.).

2.5 ENCLOSURE

- A. Each filter shall be provided in a UL Type 1 rated enclosure.

- B. All UL Type 1 enclosed units shall have means to prevent the door from being opened when the unit is energized. This can be achieved by either:
 1. A door-interlocked circuit breaker that provides power interruption when the door is opened. The circuit breaker shall be lockable in the power-off position. Units shall be disconnected from the power source by a disconnect device or circuit breaker contained in the power distribution center as defined by local and national codes for branch circuit protection.
OR
 2. A mechanism that locks the door when the unit is energized. The unit may be fed using an external disconnect or breaker.
- C. Freestanding units shall include lifting provisions by forklift truck and lifting lugs. Wall mount units weighing more than 80 pounds shall be equipped with a means of lifting, such as lifting lugs.
- D. Door Mounted Digital HMI Operator Interface.
- E. All units shall be provided with a grounding lug. Grounding by the contractor is to be performed according to local and national standards.
- F. The paint shall be the manufacturer's standard type and color.
- G. All enclosed units shall have a door-interlocked disconnect for power interruption when the door is opened.

2.6 OPERATOR CONTROLS and INTERFACE

- A. The active harmonic filter shall require minimal field programming.
- B. The active harmonic filter shall contain a color touch screen display with the following features:
 1. A minimum display size of 5.6 inches, 65k colors, and LED backlight.
 2. Easily navigable screens, including Home, Status, Fault and Setup screens.
 3. Display voltage and current waveform data along with RMS metering data.
 4. A gauge based indicator of active filter current usage, from 0 to 100% of capacity. Dual state indications of nominal operation and "at capacity" operation.
 5. An alarm history buffer saved in non-volatile. Buffer information shall persist between power outages, with a minimum of 128 event entries.
 6. Ability to set the end user Line/Load CT ratio of the active harmonic filter system.
 7. The Operator Interface shall show THD, Power Factor, RMS Current, RMS Voltage, and Fault History.
- C. The active harmonic filter shall have the ability to operate in three (3) modes: i) harmonic correction only mode, ii) power factor correction only mode, or iii) combination harmonic and power factor mode. All three control modes shall be configurable from the local operator color touch screen display.

- D. The active harmonic filter shall have a configurable relay based run/stop command input in addition to the manual and auto run/stop commands. The active filter shall have a configurable relay based fault output. Each contact shall be rated for 0.4 Amperes at 125 volts.
- E. The filter shall have a configurable network based run/stop command input in addition to the manual and auto run/stop commands.
- F. The filter shall have the ability to load and save operational parameters in non-volatile persistent memory and the ability to revert to factory default parameter settings.
- G. The filter shall possess an integrated industry standard serial TIA/EIA-485 /RS-485 fieldbus slave network connection such as Modbus RTU for remote monitoring and operation of the active filter.
- H. The filter shall have the ability to communicate over a standard industrial Ethernet communications network such as Ethernet/IP.
- I. The unit shall automatically begin to correct harmonic currents after power up without the need for operator intervention.
- J. The unit shall have the ability to display trend history data for four variables selectable by the user.

2.7 DESIGN

- A. All active harmonic filters shall be defined as power electronic devices which consist of power semiconductors and a DC bus that acts to inject current into the AC line that will cancel undesirable harmonic currents drawn by the load. A DC bus shall store power for power semiconductor switching. A digital microcontroller shall control the operation of the power converter.
- B. The active harmonic filter shall feature fully digital synchronous frame controls for selected harmonics to enhance drive load compatibility.
- C. The active harmonic filter shall feature a fully digital, broadband current regulator with progressive gains to eliminate system resonance tuning issues and simplify startup and commissioning.
- D. The active harmonic filter shall feature single processor control of all power electronic devices per a single active filter to reduce fault response latency and harmonic correction loop times.
- E. Each unit shall be designed with over-current and current limiting self-protection. Operation shall continue indefinitely at manufacturer defined safe operating levels without trip off or destruction of the active harmonic filter.

- F. Large units (capacity>150A) shall have built in redundancy so at least one half of the corrective current capacity is available after a normal single point fault.
- G. All inductive elements in the power circuit of active harmonic filter shall be coreless, in order to maintain constant inductance and avoid saturation at high current levels.
- H. Two distinct levels of faults shall be employed: Critical and Non-critical levels Non-critical level faults will provide automatic restart and a return to normal operation upon automatic fault clearance. Critical level faults stop the function of the unit and await operator action to restart.
 - 1. Faults such as AC line power loss shall be automatically restarted upon power restoration. Upon removal of these fault conditions, the active line conditioner shall restart without user action.
 - 2. All other faults shall be considered critical faults and stop the active harmonic filter. The run relay shall be disabled and the fault relay enabled. User shall be required to initiate a power reset (cycle power off and on) to restart the active harmonic filter.
- I. The logic of the active harmonic filter shall monitor the load current by utilizing two (2) current transformers (CTs) mounted on phases A and C to direct the function of the power electronic converter.
- J. Multiple active harmonic filters may be installed in parallel to inject current. The units will function independently. If one unit is stopped or faulted, the remaining units will continue to operate normally.
- K. Individual unit characteristics, including sample drawings, weight, and watts loss, can be found in the Installation, Operation, and Maintenance Manual.
- L. Approved manufacturers:
 - 1. TCI.
 - 2. Or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install harmonic filters in electrical enclosures or motor control centers as shown on the Drawings and in accordance with manufacturer's recommendations.
- B. Coordinate parameter settings with supplier of process control panels.

3.2 FIELD QUALITY CONTROL

- A. Conduct field tests prior to energization as follows:
 - 1. Megger check wire insulation levels (do not megger check solid state equipment).

2. Record and provide results of tests to Engineer.

3.3 START-UP AND TESTING

- A. Provide calibration and operational testing.
- B. Set operating parameters as required.

END OF SECTION

SECTION 26 43 00

SURGE-PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide surge protective devices as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals:
 - 1. Manufacturer's detailed specifications.
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 SURGE PROTECTION – SERVICE ENTRANCE

- A. Design surge-protective device to protect AC secondary power line from line transients and other damaging voltage spikes.
- B. Provide surge-protective device with the following requirements:
 - 1. Meets or exceeds the following standards:
 - a. ANSI/IEEE C62.41, C62.45 and C62.11.
 - b. UL 1449.
 - 2. Suitable for service entrance, Category C.
 - 3. Suitable for operation on 480Y/277 volt, 3 phase, 4 wire system, at 60 Hertz.
 - 4. Capable of repeated operations.
 - 5. Replaceable modular protection.
 - 6. Backup redundant protection.
 - 7. 200,000 amperes per phase surge current capacity.
 - 8. Monitoring of normal operation, protection event and protection reduced through indication lamps.
 - 9. Suitable for mounting in service entrance equipment.
- C. Acceptable manufacturers:
 - 1. Square D EMA series.
 - 2. MCG Electronics, Inc.
 - 3. LEA International.
 - 4. Or equal.

2.2 SURGE ARRESTOR – SERVICE ENTRANCE

- A. Design surge-protective device to protect AC secondary power line from line transients and other damaging voltage spikes.
- B. Provide surge-protective device with the following requirements:
 - 1. Meets or exceeds the following standards:
 - a. ANSI/IEEE C62.41, C62.45 and C62.11.
 - b. UL 1449.
 - 2. Suitable for service entrance, Category C.
 - 3. Suitable for operation on 2400 volt, 3 phase, 3 wire system, at 60 Hertz.
 - 4. Capable of repeated operations.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install surge-protective devices in accordance with manufacturer's recommendations.

END OF SECTION

SURGE-PROTECTIVE DEVICES
26 43 00-2 (181040.40)

SECTION 26 60 20
ELECTRICAL SERVICE

PART 1 - GENERAL

1.1 SUMMARY

- A. This section is provided for reference in selecting equipment with adequate fault current withstanding rating.
- B. Related work:
 - 1. Documents affecting work under this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References:
 - 1. (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. NFPA 70 National Electrical Code (NEC).
 - 2. Local codes and ordinances.
 - 3. Utility Company providing service.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01 66 11.

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 ELECTRIC POWER SERVICE

- A. Well No. 6: 245 Lennox Dr.
 - 1. Existing low voltage electrical service for the site (472074H9): 200 ampere, 480 volt, 3 phase, 3 wire, ungrounded service, provided by ComEd.
 - 2. Existing medium voltage electrical service for the site (472074M6): 600 ampere, 2400 volt, 3 phase, 3 wire, ungrounded service, provided by ComEd.
- B. Well No. 8: 3700 Grove Rd.
 - 1. Existing electrical service for the site: 800 ampere, 480Y/277 volt, 3 phase, 4 wire, provided by ComEd.

2.2 POWER COMPANY CONTACT

- A. Electrical service for the site is provided by ComEd.
- B. Contact:
 - 1. Lane Sibley
Customer Project Engineer (CPE)
ComEd – New Business
2001 Aucutt Road, Montgomery, IL 60538
630.723.2397 (cell)
630.723.2336 (fax)
lane.sibley@comed.com

2.3 AVAILABLE FAULT CURRENT

- A. Well No. 6:
 - 1. The available fault current at the power company's transformer 472074H9 is: 7,800_AIC 3-phase, 7,700 AIC 1-phase.
 - 2. The available fault current at the power company's transformer 472074M6 is: 13,45000_AIC 3-phase, 7,700 AIC 1-phase.
- B. Well No. 8:
 - 1. The available fault current at the power company's transformer 472204D3 is: 32,400_AIC 3-phase, 30,000 AIC 1-phase.

PART 3 - EXECUTION - (Reserved).

END OF SECTION

CONTRACT

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

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

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.
4. **Billing/Invoicing:** All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

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

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

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

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

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

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

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

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

4. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.
5. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$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.
6. **Contract Term:** The contract will commence as of the date of this contract and expire on April 30, 2021.
7. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
 - B. Is germane to the original contract; and
 - C. Does not exceed twenty percent (20%) of the contracted amount; and
 - D. 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 (\$25,000.00).
8. **Compliance with Laws and Regulations:** In addition to the Bid and performance bonds set forth above, the contractor must furnish and pay for satisfactory any other security required

by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Bid bond to the contractor.

- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
- B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
- D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

9. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair 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.

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

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

11. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
12. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
13. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
14. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
15. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
 - A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
16. **Piggybacking Clause:** This contract may be used to purchase supplies, equipment or perform any work on facilities or properties under the jurisdiction of the Village of Oswego including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs and improvements to Village sites. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.
17. **Additional Items:** The Village and Contractor further agree that:
 - A. Certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and

- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

CONTRACT SIGNATURES

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

Village of Oswego Administrator Date

Attest Title

Company Name

Address City, State, Zip Code

Phone Number Email Address

Printed Name of Authorized Representative Title

Signature of Authorized Representative Date

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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

Company Name

Address City, State, Zip Code

Phone Number Email Address

Printed Name of Authorized Representative Title

Signature of Authorized Representative Date

SUBCONTRACTOR LISTING

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

Subcontractor No. 1

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

Subcontractor No. 2

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

Subcontractor No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

REFERENCES

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

Reference No. 1

Business Name

Address City, State, Zip Code

Contact Person Telephone Number

Dates of Service Nature of Work

Reference No. 2

Business Name

Address City, State, Zip Code

Contact Person Telephone Number

Dates of Service Nature of Work

Reference No. 3

Business Name

Address City, State, Zip Code

Contact Person Telephone Number

Dates of Service Nature of Work

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, 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 (Water System Improvements – Wells #6 And #8 Electrical Remodeling), 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.

Company Name

Address City, State, Zip Code

Phone Number Email Address

Printed Name of Authorized Representative Title

Signature of Authorized Representative Date